

## KANE LAW FIRM

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Attorneys for Defendants  
VXN GROUP LLC and MIKE MILLER

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION**

MACKENZIE ANNE THOMA, a.k.a.  
KENZIE ANNE, an individual and on  
behalf of all others similarly situated,

**Plaintiff,**

V.

VXN GROUP LLC, a Delaware limited liability company; MIKE MILLER, an individual,

## Defendants.

Case No. 2:23-cv-04901 WLH (AGRx)

**APPLICATION FOR LEAVE TO  
FILE UNDER SEAL JOINT  
APPENDIX OF EVIDENCE (VOL. II)  
IN CONNECTION WITH  
DEFENDANTS' MOTION FOR  
SUMMARY JUDGMENT**

1  
2 **APPLICATION FOR LEAVE TO FILE UNDER SEAL JOINT APPENDIX**  
3 **OF EVIDENCE (VOL. II) IN CONNECTION WITH DEFENDANTS'**  
4 **MOTION FOR SUMMARY JUDGMENT**

5 Pursuant to the parties' Stipulated Protective Order [Dkt. 92, at §12.3] and  
6 Civil Local Rule 79-5, Defendants VXN Group LLC and Mike Miller  
7 ("Defendants") hereby respectfully apply for leave of Court for an order sealing the  
8 Joint Appendix of Evidence (Vol. II) in connection with Defendants' Motion for  
9 Summary Judgment, which contains information designated as "confidential" by  
10 Plaintiff's counsel, and states as follows:

11 On July 9, 2024, after briefing Plaintiff's privacy concerns, the Court ordered  
12 the parties to "file a stipulation and proposed protective order[.]" [Dkt. 89, at 4].  
13 The parties submitted, [Dkt. 91], and the Court entered, a Stipulated Protective  
14 Order on July 17. [Dkt. 92]. It covers "personal identifying information, financial,  
15 and/or proprietary information." *Id.* at § B. On August 29, 2024 this Court entered  
16 an order, which, in relevant part, granted "Plaintiff's request to designate  
17 documents produced in response to the subpoena to Artists Business Management  
18 Group[] as confidential pursuant to the protective order[.]" [Dkt. 104, at 3].

19 Larry Lerner, the principal owner of Artists Business Management Group  
20 ("ABMG"), and Plaintiff's former accountant, sat for a deposition on September  
21 10, 2024. Declaration of Trey Brown in Support of Defendants' Application for  
22 Leave to File Under Seal ("Brown Decl."), at ¶ 5. During that deposition, Lerner  
23 produced Plaintiff's federal tax returns for the years 2020, 2021, and 2022. *Id.* As  
24 noted above, this Court has ordered all documents produced in response to the  
25 subpoena served on ABMG as confidential. Defendants, however, intend to attach  
26 excerpts from Plaintiff's tax returns, in addition to Form W-9s signed by Plaintiff  
27 and produced by Defendants, as exhibits in support of Defendants' Motion for  
28 Summary Judgment. See *Adeyemi v. Garland*, No. 21-2107, 2024 WL 3087940, at

\*1 (C.D. Cal. Mar. 26, 2024) (citing *Kamakana v. City & Cnty. of Honolulu*, 447 F.3d 1172, 1178 (9th Cir. 2006)) (“There is a strong presumption against filing documents under seal.”).

Defendants “may disclose any information or item designated ‘CONFIDENTIAL’” to, *inter alia*, “the court and its personnel[.]” [Dkt. 92 at § 7.2(d)]. “A party that seeks to file under seal any Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue.” *Id.* at § 12.3. When “someone else has designated these documents as confidential pursuant to a protective order,” L.R. 79-5.2.2, a specific procedure applies. *See also id.* 79-5.2.2(a)(1) (“That the information may have been designated confidential pursuant to a protective order is not sufficient justification for filing under seal[.]”).

At least 3 days before seeking to file under seal a document containing information previously designated as confidential by another pursuant to a protective order, the Filing Party must confer with the person that designated the material confidential (the “Designating Party”) in an attempt to eliminate or minimize the need for filing under seal by means of redaction. If the document cannot be suitably redacted by agreement, the Filing Party may file an Application pursuant to subsection (a), but the supporting declaration must identify the material previously designated as confidential, as well as the Designating Party, and must describe in detail the efforts made to resolve the issue.

L.R. 79-5.2.2(b).

Thus, on October 31, 2024, counsel for the parties conferred on what portions of Plaintiff’s tax returns could be redacted. Brown Decl., at ¶ 8. Ultimately, the parties recognized that no agreement would be reached regarding the scope of appropriate redactions, as Plaintiff’s counsel insisted that anything related to Plaintiff’s personal financial information must be filed under seal. Brown Decl., at ¶ 8, Ex. A. However, Plaintiff’s and Defense counsel verbally agreed to stipulate to the filing of documents produced by ABMG under seal. *Id.*

1           As no “suitabl[e]” agreement was reached, Defendants thus proceed under  
2 subsection (a) of the Civil Local Rules. That procedure requires that Defendants  
3 file an application that “describe the nature of the information that the Filing Party  
4 asserts should be closed to public inspection,” L.R. 79-5.2.2(a), which must also  
5 include a declaration detailing the parties’ efforts to resolve the issue, *see id.* 79-  
6 5.2.2(a)(i); *id.* 79-5.2.2(b), a proposed order, and both redacted and unredacted  
7 copies of the materials. *Id.* 79-5.2.2(a)(ii)–(iv).

8           Defendants have complied with these formalities, conferred with Plaintiff’s  
9 counsel, and recommended redactions to the tax records which Plaintiff has  
10 rejected. *See id.* As such, Defendants now file this application recounting those  
11 steps, along with a proposed order adopting the Defendants’ proposed redactions  
12 to specific financial and personally identifying information. Brown Decl., at ¶ 9.  
13 Both the redacted and unredacted copies of the Joint Appendix of Evidence (Vol.  
14 II) in connection with Defendants’ Motion for Summary Judgment (*see* Exhibits  
15 44, and 46–48 thereto) have been filed. Brown Decl., ¶ 11, Ex. A. Thus, Defendants  
16 seek leave to file the following materials under seal in support of their Motion for  
17 Summary Judgment:

Description	Produced By	Status	Exhibit
Joint Appendix of Evidence (Vol. II) ( <i>see</i> Exs. 44, 46–48)	Defendants	Confidential	A

22           Accordingly, Defendants respectfully request that the Court grant it leave to  
23 file the above-listed documents under seal.  
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1 Dated: January 10, 2025

Respectfully submitted,

2 By: /s/ Trey Brown

3 Trey Brown

4 Brad Kane

5 Attorneys for Defendants

6 VXN Group LLC and Mike Miller

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**CERTIFICATE OF CONFERRAL**

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12 This motion is made following the conference of counsel pursuant to L.R.  
13 79-5 which took place on October 31, 2024.

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15 By: /s/ Trey Brown

16 Trey Brown

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## **EXHIBIT A**

KANE LAW FIRM

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## *Attorneys for Defendants*

VXN GROUP LLC and MIKE MILLER

## **BIBIYAN LAW GROUP, P.C.**

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Attorneys for MACKENZIE ANNE THOMA, on behalf of herself and all others similarly situated

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION**

1 MACKENZIE ANNE THOMA,  
2 a.k.a. KENZIE ANNE, an  
3 individual and on behalf of all  
4 others similarly situated,

5 Plaintiff,

6 v.

7 VXN GROUP, LLC, a Delaware  
8 limited liability company; MIKE  
9 MILLER, an individual; and DOES  
10 1 to 100, inclusive,

11 Defendants.

12 Case No. **2:23-cv-04901 WLH (AGRx)**

13 **JOINT APPENDIX OF EVIDENCE  
REGARDING DEFENDANTS'  
MOTION FOR SUMMARY  
JUDGMENT**

14 **VOLUME II of IV  
Exhibits 18 – 48  
Page 318 – 588**

15 **[PUBLIC VERSION of Exhibits 46 - 48]**

16 [Filed concurrently with: (1) Notice of  
Motion and Motion for Summary  
Judgment; (2) Joint Brief; (3) Joint  
Appendix of Facts; (4) Joint Appendix of  
Objections; and (5) Proposed Order]

17 Date: February 28, 2025

18 Time: 11:00 a.m.

19 Courtroom: 9B

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Los Angeles, CA 90035

Dated: January 10, 2025

KANE LAW FIRM

By: /s/ Brad Kane  
Brad S. Kane  
Attorney for Defendants

Dated: January 10, 2025

BIBIYAN LAW GROUP, P.C.

By: /s/ Rafael Yedoyan  
Rafael Yedoyan  
Attorney for Plaintiff

## **EXHIBIT 18**

1           **KANE LAW FIRM**  
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12      Studio City, CA 91604  
13  
14      *Attorneys for Defendants*  
15      VXN GROUP LLC and MIKE MILLER

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION**

14 MACKENZIE ANNE THOMA,  
15 a.k.a. KENZIE ANNE, an  
16 individual and on behalf of all  
17 others similarly situated,  
18 Plaintiff,  
19 v.  
20 VXN GROUP LLC, a Delaware  
21 limited liability company; MIKE  
MILLER, an individual; and DOE  
1 to 100, inclusive,  
Defendants.

Case No. 2:23-cv-04901 WLH (AGRx)

**DECLARATION OF BELEN  
BURDITTE CERTIFYING  
DOMESTIC BUSINESS RECORDS**

Complaint Filed: April 20, 2023  
Removed: June 21, 2023

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**DECLARATION OF BELEN BURDITTE CERTIFYING DOMESTIC  
BUSINESS RECORDS**

1 I, Belen Burditte, hereby declare as follows:

2 1. I am competent to make this declaration. The facts stated within this  
3 declaration are within my personal knowledge.

4 2. I am Production Accountant for VXN Group, LLC (“VXN”). I am  
5 responsible for ensuring that VXN maintains accurate and complete financial  
6 records of its regularly conducted film production activities.

7 3. I am also VXN’s liaison between VXN and our workers compensation  
8 insurance provider State Compensation Insurance Fund (“State Fund”)<sup>1</sup>.

9 4. I am responsible for reporting to State Fund all of the income  
10 payments that are made to our actors, film production crew, office and remote  
11 employees.

12 5. Approximately once a year, State Fund conducts audits of the reports  
13 we provide them. They do this to ensure that the information we provide them is  
14 accurate.

15 6. Even though it is very expensive for VXN, we are classified with State  
16 Fund as a Motion Picture Production Company because that is what VXN does as  
17 a company. We create motion pictures.

18 7. Our insurance coverage with State Fund has been since the beginning  
19 of 2020 to present.

20 8. At all times, including when Plaintiff was casted in our motion  
21 pictures, we have been classified by State Fund as a Motion Picture Production  
22 Company.

23 9. At all times that Plaintiff was contracted with VXN, Mackenzie  
24 Thoma was classified with State Fund as an actor.

25

26

27 \_\_\_\_\_  
28 <sup>1</sup> <https://www.statefundca.com/about/fact-sheet/>

1           10. The information we submit has been audited twice in that time by  
2 State Fund.

3 11. The audits have been both in person and at our office and remotely.

4           12. The purpose of the audits was to review all job duties of our workers  
5 and their on set exposure. I participated in each of these audits.

6           13. The State Fund audit reported that Mackenzie Thoma, among others,  
7 was properly classified as an actor. The State Fund audit also acknowledged that  
8 VXN's actors were paid on a 1099 basis.

9           14. We have also been audited as to whether we are in the correct class  
10 with State Fund as a Motion Picture Production Company.

11        15. That audit took place on April 9, 2022 when an individual from the  
12 Workers' Compensation Insurance Rating Bureau of California (WCIRB)  
13 inspected our California operations. They found the Motion Picture Production  
14 Company classification to be accurate.

15        16. Attached to this declaration are true and correct records from VXN's  
16 Online Account with State Fund.

17        17. Also attached to this declaration are true and correct records from  
18 VXN's audits with State Fund and WCIRB. These records have been produced as  
19 excerpts and redacted to protect the privacy of the people and entities who work  
20 for VXN.

18. I was also responsible for making payments to Mackenzie Thoma for  
each of the motion pictures that she was cast in for VXN.

23           19. I paid Mackenzie Thoma her rate as set forth in her contract with VXN  
24 for each of the motion pictures she acted in for VXN.

25        20. Pursuant to Federal Rules of Evidence 803(6) (Records of regularly  
26 conducted activity) and 902(11) (Certified domestic records or regularly conducted  
27 activity), I hereby certify that the records attached to this declaration were made

1 contemporaneously with the transactions and events stated therein by, or from  
2 information transmitted by, someone with knowledge of the facts; were kept by  
3 VXN in the course of regularly conducted activity; and were made as part of the  
4 regular practice of that activity. The attached records are exact duplicates of the  
5 original records.

6

7 I declare under penalty of perjury that the foregoing is true and  
8 correct. Executed on September 13, 2024 at Los Angeles, California.



Belen Burditte

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1154 S. Crescent Heights Blvd.  
Los Angeles, CA 90035

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## **EXHIBIT 19**



Policy Information &gt;&gt; Classifications

**Classifications**

VXNL GROUP LLC

Inception Date	02-07-2020
Expiration Date	02-07-2021
Anniversary Rating Date	---

Regional Office	Los Angeles
Field Services Office	SC - LOS ANGELES
Quote ID	801615961

Policy Number [REDACTED] -2020

Coverage Period 02-07-2020 to 02-07-2021 ▾

**Industry Code**

Industry Code 78 - MOTION PICTURES

Help

**Classifications****Endorsed Classifications**

	Code	Description	Effective
Governing	8810 (1)	CLERICAL OFFICE EMPLOYEES--N.O.C.	02-07-2020
	9610 (1)	MOTION PICTURES--PRODUCTION--IN STUDIOS AND OUTSIDE--ALL EMPLOYEES THE ENTIRE REMUNERATION OF ACTORS, MUSICIANS, PRODUCERS AND THE MOTION PICTURE DIRECTOR SHALL BE INCLUDED SUBJECT TO A MAXIMUM OF \$139,100 PER YEAR PER PERSON. WHEN SUCH EMPLOYEES DO NOT WORK THE ENTIRE YEAR, THE PAYROLL LIMITATION SHALL BE PRORATED BASED UPON THE NUMBER OF WEEKS IN WHICH SUCH EMPLOYEES WORKED DURING THE POLICY PERIOD.	02-07-2020

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[Legal Notice](#) & [California Privacy Policy](#)



Policy Information &gt;&gt; Classifications

**Classifications**

VXN GROUP LLC

Inception Date 02-07-2021
Expiration Date 02-07-2022
Anniversary Rating Date ---

Regional Office Los Angeles
Field Services Office SC - LOS ANGELES
Quote ID 801867152

Policy Number 9 [REDACTED] 2021

Coverage Period 02-07-2021 to 02-07-2022 ▾

**Industry Code**

Industry Code 78 - MOTION PICTURES

Help

**Classifications****Endorsed Classifications**

	Code	Description	Effective
	8810 (1)	CLERICAL OFFICE EMPLOYEES--N.O.C.	02-07-2020
	8871 (1)	CLERICAL TELECOMMUTER EMPLOYEES--N.O.C.	02-07-2021
Governing	9610 (1)	MOTION PICTURES--PRODUCTION--IN STUDIOS AND OUTSIDE--ALL EMPLOYEES THE ENTIRE REMUNERATION OF ACTORS, MUSICIANS, PRODUCERS AND THE MOTION PICTURE DIRECTOR SHALL BE INCLUDED SUBJECT TO A MAXIMUM OF \$139,100 PER YEAR PER PERSON. WHEN SUCH EMPLOYEES DO NOT WORK THE ENTIRE YEAR, THE PAYROLL LIMITATION SHALL BE PRORATED BASED UPON THE NUMBER OF WEEKS IN WHICH SUCH EMPLOYEES WORKED DURING THE POLICY PERIOD.	02-07-2020

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Policy Information &gt;&gt; Classifications

**Classifications**

VXN GROUP LLC

Inception Date	02-07-2022
Expiration Date	02-07-2023
Anniversary Rating Date	---

Regional Office	Los Angeles
Field Services Office	SC - LOS ANGELES
Quote ID	700070169

Policy Number 926 [REDACTED]-2022

Coverage Period 02-07-2022 to 02-07-2023 ▾

**Industry Code**

Industry Code 78 - MOTION PICTURES

Help

**Classifications****Endorsed Classifications**

	Code	Description	Effective
	8810 (1)	CLERICAL OFFICE EMPLOYEES--N.O.C.	02-07-2022
	8871 (1)	CLERICAL TELECOMMUTER EMPLOYEES--N.O.C.	02-07-2022
Governing	9610 (1)	MOTION PICTURES--PRODUCTION--IN STUDIOS AND OUTSIDE--ALL EMPLOYEES THE ENTIRE REMUNERATION OF ACTORS, MUSICIANS, PRODUCERS AND THE MOTION PICTURE DIRECTOR SHALL BE INCLUDED SUBJECT TO A MAXIMUM OF \$144,300 PER YEAR PER PERSON. WHEN SUCH EMPLOYEES DO NOT WORK THE ENTIRE YEAR, THE PAYROLL LIMITATION SHALL BE PRORATED BASED UPON THE NUMBER OF WEEKS IN WHICH SUCH EMPLOYEES WORKED DURING THE POLICY PERIOD.	02-07-2022

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Policy Information &gt;&gt; Classifications

**Classifications**

VXN GROUP LLC

Inception Date 02-07-2023  
Expiration Date 02-07-2024  
Anniversary Rating Date ---

Regional Office Los Angeles  
Field Services Office SC - LOS ANGELES  
Quote ID 802286272

Policy Number 92 [REDACTED] 2023

Coverage Period 02-07-2023 to 02-07-2024 ▾

**Industry Code**

Industry Code 78 - MOTION PICTURES

Help

**Classifications****Endorsed Classifications**

	Code	Description	Effective
	8810 (1)	CLERICAL OFFICE EMPLOYEES--N.O.C.	02-07-2023
	8871 (1)	CLERICAL TELECOMMUTER EMPLOYEES--N.O.C.	02-07-2023
Governing	9610 (1)	MOTION PICTURES--PRODUCTION--IN STUDIOS AND OUTSIDE--ALL EMPLOYEES THE ENTIRE REMUNERATION OF ACTORS, MUSICIANS, PRODUCERS AND THE MOTION PICTURE DIRECTOR SHALL BE INCLUDED SUBJECT TO A MAXIMUM OF \$149,500 PER YEAR PER PERSON. WHEN SUCH EMPLOYEES DO NOT WORK THE ENTIRE YEAR, THE PAYROLL LIMITATION SHALL BE PRORATED BASED UPON THE NUMBER OF WEEKS IN WHICH SUCH EMPLOYEES WORKED DURING THE POLICY PERIOD.	02-07-2023

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QUOTE

POLICY ▾

CLAIMS ▾

SAFETY SERVICES ▾

MORE ▾



BELEN ▾

Policy Information &gt;&gt; Classifications

**Classifications**

VXN GROUP LLC

Inception Date 02-07-2024  
Expiration Date 02-07-2025  
Anniversary Rating Date ---

Regional Office Los Angeles  
Field Services Office SC - LOS ANGELES  
Quote ID 802568091

Policy Number [REDACTED] 74-2024

Coverage Period 02-07-2024 to 02-07-2025 ▾

**Industry Code**

Industry Code 78 - MOTION PICTURES

Help

**Classifications****Endorsed Classifications**

	Code	Description	Effective
	8810 (1)	CLERICAL OFFICE EMPLOYEES--N.O.C.	02-07-2024
	8871 (1)	CLERICAL TELECOMMUTER EMPLOYEES--N.O.C.	02-07-2024
Governing	9610 (1)	MOTION PICTURES--PRODUCTION--IN STUDIOS AND OUTSIDE--ALL EMPLOYEES THE ENTIRE REMUNERATION OF ACTORS, MUSICIANS, PRODUCERS AND THE MOTION PICTURE DIRECTOR SHALL BE INCLUDED SUBJECT TO A MAXIMUM OF \$154,700 PER YEAR PER PERSON. WHEN SUCH EMPLOYEES DO NOT WORK THE ENTIRE YEAR, THE PAYROLL LIMITATION SHALL BE PRORATED BASED UPON THE NUMBER OF WEEKS IN WHICH SUCH EMPLOYEES WORKED DURING THE POLICY PERIOD.	02-07-2024

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Name: VVN GROUP LLC	Carrier: STATE COMPENSATION INSURANCE FUND	Policy dt: 2/7/2021 - 2/7/2022
Pol/Acc WC-9269974-2021- --22   9269974 Audit ID: 12683903	Auditor: 2245 - Christine [REDACTED]	Audit dt: 2/7/2021 - 2/7/2022

ID	Name	Class Combo	Exposure	2/7-3/31/21	4/1-6/30/21	7/1-9/30/21	10/1-12/31/21	1/1-2/6/22								Total
actor		9610(1) 0-CA-0 MOTION PICTURES-PRODUCTION														
[REDACTED]	Cowell	WC-9269974-2021- --2 Other Remuneration						300								300
actor		9610(1) 0-CA-0 MOTION PICTURES-PRODUCTION														
[REDACTED]	Campbell	WC-9269974-2021- --2 Other Remuneration						1,600								1,600
actor		9610(1) 0-CA-0 MOTION PICTURES-PRODUCTION														
[REDACTED]	Bell	WC-9269974-2021- --2 Other Remuneration						850								850
actor		9610(1) 0-CA-0 MOTION PICTURES-PRODUCTION														
[REDACTED]	Evans	WC-9269974-2021- --2 Other Remuneration						400								400
actor		9610(1) 0-CA-0 MOTION PICTURES-PRODUCTION														
[REDACTED]	Swanson dba [REDACTED] & [REDACTED]	WC-9269974-2021- --2 Other Remuneration						2,900								2,900
actor		9610(1) 0-CA-0 MOTION PICTURES-PRODUCTION														
[REDACTED]	Banuelos [REDACTED] dba [REDACTED] & [REDACTED]	WC-9269974-2021- --2 Other Remuneration						23,500								23,500
actor; 10 weeks worked-under threshold		9610(1) 0-CA-0 MOTION PICTURES-PRODUCTION														
[REDACTED]	LLC [REDACTED] Doudna	WC-9269974-2021- --2 Other Remuneration						1,000								1,000
actor		9610(1) 0-CA-0 MOTION PICTURES-PRODUCTION														
[REDACTED]	Turcios	WC-9269974-2021- --2 Other Remuneration						300								300
actor		9610(1) 0-CA-0 MOTION PICTURES-PRODUCTION														
[REDACTED]	Luz Arevalo Maetnyi dba [REDACTED]	WC-9269974-2021- --2 Other Remuneration						2,300								2,300
actor		9610(1) 0-CA-0 MOTION PICTURES-PRODUCTION														
[REDACTED]	Pollock dba [REDACTED]	WC-9269974-2021- --2 Other Remuneration						1,500								1,500
actor		9610(1) 0-CA-0 MOTION PICTURES-PRODUCTION														
[REDACTED]	Mackenzie Anne Thoma	WC-9269974-2021- --2 Other Remuneration						39,500								39,500
actor; 9 weeks		9610(1) 0-CA-0 MOTION PICTURES-PRODUCTION														
[REDACTED]	Mackenzie Anne Thoma	WC-9269974-2021- --2 Other Remuneration						-15,425								-15,425
9 weeks worked- adjusted based on proration		9610(1) 0-CA-0 MOTION PICTURES-PRODUCTION														
[REDACTED]	Zoeller	WC-9269974-2021- --2 Other Remuneration						1,400								1,400
actor		9610(1) 0-CA-0 MOTION PICTURES-PRODUCTION														
[REDACTED]	Sokolowski	WC-9269974-2021- --2 Other Remuneration						1,500								1,500
actor		9610(1) 0-CA-0 MOTION PICTURES-PRODUCTION														
[REDACTED]	Johanson	WC-9269974-2021- --2 Other Remuneration						5,400								5,400
actor; 3 weeks worked- under threshold		9610(1) 0-CA-0 MOTION PICTURES-PRODUCTION														
[REDACTED]	Prive - KIR Holdings	WC-9269974-2021- --2 Other Remuneration						1,200								1,200
actor		9610(1) 0-CA-0 MOTION PICTURES-PRODUCTION														
[REDACTED]	Mattioli	WC-9269974-2021- --2 Other Remuneration						1,500								1,500
actor		9610(1) 0-CA-0 MOTION PICTURES-PRODUCTION														

[REDACTED] Deere [REDACTED]	21	1200
[REDACTED] Jones /IN: [REDACTED]		1000
[REDACTED] Fong /IN: 01 [REDACTED]		1500
[REDACTED] Johnson /IN: 07 [REDACTED]		2000
[REDACTED] Martinez /IN: 051 [REDACTED]		5100
[REDACTED] Elmore /IN: 0412 [REDACTED]		1400
[REDACTED] Cowel /IN: 051 [REDACTED]		300
[REDACTED] Campbell /IN: 110 [REDACTED]		1600
[REDACTED] Bell /IN: 071 [REDACTED]		350
[REDACTED] Bell /IN: 101 [REDACTED]		500
[REDACTED] Evans /IN: 020 [REDACTED]		100
[REDACTED] Evans /IN: 020 [REDACTED]		400
[REDACTED] Evans /IN: 0204 [REDACTED]		200
[REDACTED] Evans /IN: 0319 [REDACTED]		1300
[REDACTED] Evans /IN: 042 [REDACTED]		1000
[REDACTED] Evans /IN: 121 [REDACTED]		1000
[REDACTED] Swanson dba [REDACTED]		1200
[REDACTED] Banuelos [REDACTED]		1500
[REDACTED] Banuelos [REDACTED]		3800
[REDACTED] Banuelos ( [REDACTED]		1500
[REDACTED] Banuelos ( [REDACTED]		13600
LLC - [REDACTED] Doudna /IN: 2021-		1000
[REDACTED] Turcios /IN: 051 [REDACTED]		300
[REDACTED] Maetnyi dba [REDACTED] Corp /		2300
Mackenzie Anne Thoma		1000
Mackenzie Anne Thoma /IN:		13000
Mackenzie Anne Thoma /IN: 022721		15000
Mackenzie Anne Thoma /IN: 040121		3000
Mackenzie Anne Thoma /IN: 062921		1500
Mackenzie Anne Thoma /IN: 072821		1500
Mackenzie Anne Thoma /IN: 072921		3100
[REDACTED] Zoeller /IN:		1400
[REDACTED] Sokolowski /IN: 090 [REDACTED]		1500
[REDACTED] Johanson /IN: 062 [REDACTED]		1800
[REDACTED] Johanson /IN: 062 [REDACTED]		1900
[REDACTED] Johanson /IN: 0701 [REDACTED]		1700
[REDACTED] Prive - [REDACTED] Holdings /IN: 031 [REDACTED]		1200
[REDACTED] Mattioli /IN: 081 [REDACTED]		1500
[REDACTED] Pabon /IN: 030 [REDACTED]		1300
[REDACTED] Pabon /IN: 031 [REDACTED]		1000
[REDACTED] Pabon /IN: 090 [REDACTED]		1300
[REDACTED] Hase /IN: 042 [REDACTED]		1500
[REDACTED] /IN: 042 [REDACTED]		250
[REDACTED] /IN: 0515 [REDACTED]		300

CONFIDENTIAL

41	[REDACTED] Productions LLC	1,600.00
42	[REDACTED] Productions LLC	1,600.00
43	[REDACTED] es Inc	2,000.00
44	[REDACTED] es Inc	2,000.00
45	[REDACTED] es Inc	2,000.00
46	[REDACTED] Inc. - [REDACTED] Priebe	1,000.00
47	[REDACTED] Slayher [REDACTED] LLC	1,200.00
48	[REDACTED] Garrett	1,600.00
49	Mackenzie Anne Thoma	15,000.00
50	[REDACTED] Bobyn	2,000.00
51	[REDACTED] Bowser	1,600.00
52	[REDACTED] Jones	1,000.00
53	[REDACTED] Media LL REF: 000[REDACTED]- BATC	9,230.00
54	[REDACTED] Flynn	1,600.00
55	[REDACTED] Hodge	1,100.00
56	[REDACTED] Burnett	2,500.00
57	[REDACTED] Schneid	1,500.00
58	[REDACTED] Meilleur	1,000.00
59	[REDACTED] Solutions (Euro)	29,554.04
60	[REDACTED] James - [REDACTED] Legacy	1,200.00
61	[REDACTED] Skeirik	1,100.00
62	[REDACTED] LLC	1,000.00
63	[REDACTED] James - [REDACTED] Legacy C	1,200.00
64	[REDACTED] Yniguez	1,200.00
65	[REDACTED] Bobyn	2,050.00
66	[REDACTED] Cumming	1,200.00
67	[REDACTED] Pabon	1,300.00
68	[REDACTED] Productions LLC	1,600.00
69	[REDACTED] Productions LLC	1,600.00
70	[REDACTED] Productions LLC	1,600.00
71	[REDACTED] es Inc	6,000.00
72	[REDACTED] LLC - [REDACTED] Doudna	1,000.00
73	[REDACTED] Douglas	1,000.00
74	[REDACTED] Douglas	1,000.00
75	[REDACTED] Couture	1,200.00
76	[REDACTED] Banuelos [REDACTED] 3 M	2,800.00
77	[REDACTED] Dobrochinski	350
78	[REDACTED] Creech [REDACTED]	1,500.00
79	[REDACTED] Worley	1,600.00
80	[REDACTED] Rodriguez [REDACTED]	1,300.00
81	[REDACTED] Delong	1,600.00
82	[REDACTED] Fosmire ( [REDACTED]	1,000.00
83	[REDACTED] Perlutter dba [REDACTED]	1,000.00
84	[REDACTED] Cianci dba [REDACTED] LLC	1,000.00

173 [REDACTED] Waters	1,200.00
174 [REDACTED] Productions LLC	1,600.00
175 [REDACTED] Productions LLC	1,600.00
176 [REDACTED] Productions LLC	1,600.00
177 [REDACTED] Productions LLC	1,600.00
178 [REDACTED] Johnson	800
179 [REDACTED] Flores	250
180 [REDACTED] Jordan	250
181 [REDACTED] Brower	250
182 [REDACTED] Phan	250
183 [REDACTED] es Inc	2,000.00
184 [REDACTED] es Inc	2,000.00
185 [REDACTED] es Inc	2,000.00
186 [REDACTED] LLC - [REDACTED] Doudna	1,000.00
187 [REDACTED] Productions ([REDACTED])	1,200.00
188 MCKenzie.	1,500.00
189 [REDACTED] Media LL REF: 00000 [REDACTED]	9300
190 [REDACTED] Castro	250
191 [REDACTED] Lane dba [REDACTED] Media	1,200.00
192 [REDACTED] Hernandez	1,200.00
193 [REDACTED] Solutions (Euro)	84.14
194 MACKENZIE Anne Thoma	500
195 MACKENZIE Anne Thoma	3,500.00
196 [REDACTED] Conrad ([REDACTED])	2,500.00
197 MCKenzie.	4,000.00
198 [REDACTED] Howell	4,000.00
199 [REDACTED] Williams	1,000.00
200 [REDACTED] Rosario dba [REDACTED]	300
201 [REDACTED] Martin	300
202 [REDACTED] Niemi	300
203 [REDACTED] Cowel	300
204 [REDACTED] Dukeman	300
205 [REDACTED] Aguilar	300
206 [REDACTED] Productions LLC	4,800.00
207 [REDACTED] es Inc	2,000.00
208 [REDACTED] es Inc	2,000.00
209 [REDACTED] es Inc	2,000.00
210 [REDACTED] King	300
211 [REDACTED] Puignau dba [REDACTED]	1,600.00
212 [REDACTED] Herschfelt	1,200.00
213 [REDACTED] Slayher [REDACTED] LLC	1,500.00
214 [REDACTED] Martinez	5,100.00
215 [REDACTED] Vega	1,000.00
216 MCKenzie.	4,000.00

CONFIDENTIAL

261	[REDACTED] Leitner dba [REDACTED] LLC	1,500.00
262	[REDACTED] Oxley	2,200.00
263	[REDACTED] King dba [REDACTED]	250
264	[REDACTED] Williams	1,000.00
265	[REDACTED] Douglas	3,500.00
266	[REDACTED] Slayher [REDACTED] LLC	1,200.00
267	[REDACTED] Rother	1,300.00
268	[REDACTED] Brooker dba [REDACTED] LLC	1,800.00
269	[REDACTED] Britos [REDACTED]	1,300.00
270	[REDACTED] Solutions (Euro)	25,701.41
271	[REDACTED] Slayher [REDACTED] LLC	1,200.00
272	[REDACTED] Johanson	1,800.00
273	[REDACTED] Puignau dba [REDACTED]	1,100.00
274	[REDACTED] Antle	2,500.00
275	[REDACTED] Bosher	1,000.00
276	[REDACTED] Douglas	1,400.00
277	[REDACTED] Douglas	1,400.00
278	[REDACTED] Douglas	700
279	[REDACTED] Johanson	1,900.00
280	Mackenzie Anne Thoma	1,500.00
281	[REDACTED] Treglio	1,000.00
282	[REDACTED] es Inc	2,000.00
283	[REDACTED] es Inc	2,000.00
284	[REDACTED] es Inc	2,000.00
285	[REDACTED] Williams	1,000.00
286	[REDACTED] Productions LLC	4,800.00
287	[REDACTED] Media LL REF: 00000 [REDACTED]	3050
288	[REDACTED] Johanson	1,700.00
289	Johnson	1,100.00
290	[REDACTED] Janetsian	1,400.00
291	[REDACTED] Star Solutions (Euro)	57,493.75
292	[REDACTED] Brooker (Haley Reed)	1,500.00
293	[REDACTED] Barker	1,700.00
294	[REDACTED] Janetsian	300
295	Modeling	200
296	Modeling	200
297	[REDACTED] Williams	1,000.00
298	[REDACTED] Williams	1,000.00
299	[REDACTED] LLC - [REDACTED] Doudna	1,000.00
300	[REDACTED] Douglas	1,400.00
301	[REDACTED] Douglas	1,400.00
302	[REDACTED] Douglas	700
303	[REDACTED] s Inc	6,000.00
304	[REDACTED] Sherwood	750

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305	[REDACTED] Sherwood	4,000.00
306	[REDACTED] Sherwood	750
307	[REDACTED] Sherwood	750
308	[REDACTED] Sherwood	750
309	Banuelos ( [REDACTED]	500
310	[REDACTED] Vitale dba [REDACTED]	950
311	[REDACTED] Bell	350
312	[REDACTED] Trouselle	500
313	[REDACTED] Entertainment	500
314	[REDACTED] Vitale dba [REDACTED]	950
315	[REDACTED] Vitale dba [REDACTED] In	950
316	[REDACTED] Johnson	2,000.00
317	[REDACTED] Maetnyi dba [REDACTED] /	2,300.00
318	LLC - [REDACTED] Marion	1,500.00
319	[REDACTED] Banuelos ( [REDACTED] 3 M	1,500.00
320	[REDACTED] Tena	2,000.00
321	[REDACTED] LLC - [REDACTED] Hancock	1,500.00
322	[REDACTED] Enterprise Inc - [REDACTED]	1,200.00
323	Mackenzie Anne Thoma	1,500.00
324	[REDACTED] Coryell	400
325	[REDACTED] James - [REDACTED] Legacy	1,500.00
326	Mackenzie Anne Thoma	3,100.00
327	[REDACTED] ces Inc	2,000.00
328	[REDACTED] ces Inc	2,000.00
329	[REDACTED] ces Inc	2,000.00
330	[REDACTED] Douglas	700
331	[REDACTED] Douglas	2,800.00
332	[REDACTED] Banuelos ( [REDACTED] 3 M	7,500.00
333	[REDACTED] Enterprise Inc - [REDACTED]	1,200.00
334	[REDACTED] James - [REDACTED] Legacy	1,500.00
335	[REDACTED] ru Inc	1,500.00
336	[REDACTED] Peterson	300
337	[REDACTED] Inc. - [REDACTED] Jeannin	5,000.00
338	[REDACTED] Inc. - [REDACTED] Jeannin	500
339	[REDACTED] Toler dba [REDACTED] Corp	1,000.00
340	[REDACTED] Media LL REF: 00000 [REDACTED]	12600
341	[REDACTED] Media LL REF: 00000 [REDACTED]	775
342	[REDACTED] Media LL REF: 00000 [REDACTED]	10000
343	[REDACTED] Flynn	1,600.00
344	[REDACTED] Flynn	1,600.00
345	[REDACTED] Banuelos [REDACTED]	500
346	[REDACTED] Nobles	350
347	[REDACTED] Hill	350
348	[REDACTED] Cuculich dba [REDACTED]	500

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[REDACTED]	Pabon	1000	
[REDACTED]	Hase	1500	
[REDACTED]	Engst	300	
[REDACTED]	Engst	250	
McKenzie.		5500	
McKenzie.		4000	
[REDACTED]	Jordan	250	
[REDACTED] Inc. - [REDACTED]	Correro	2800	
LLC - [REDACTED]	Marion	1500	
[REDACTED]	[REDACTED] et	68006.95	Exclude
[REDACTED]	(Euro)	84.14	Exclude
[REDACTED]	(Euro)	29554.04	Exclude
[REDACTED]	(Euro)	21776.05	Exclude
[REDACTED]	(Euro)	109678.52	Exclude
[REDACTED]	(Euro)	57493.75	Exclude
[REDACTED]	(Euro)	47659.74	Exclude
[REDACTED]	(Euro)	42652.96	Exclude
[REDACTED]	Kft (US) /	4000	Exclude
[REDACTED]	Herschfelt	1200	
[REDACTED]	Rother	1300	
[REDACTED]	Montesi	350	
[REDACTED]	Habig (Texas	1000	
[REDACTED]	Nobles	350	
[REDACTED]	Sanchez	1500	
Modeling		200	Agency Fee for OCM
Modeling		200	
[REDACTED]	Rodriquez	1000	
[REDACTED]	Rodriquez [REDACTED]	1300	
[REDACTED]	Gonia	1000	
[REDACTED]	Gonia dba [REDACTED] Inc	1000	
[REDACTED]	Fan dba [REDACTED] Media	10700	
[REDACTED]	Fan dba [REDACTED] Media	1500	
[REDACTED]	Sage [REDACTED]	1700	
[REDACTED]	Flynn	4800	
[REDACTED]	Sullivan dba [REDACTED] LLC	1500	
[REDACTED]	Janetsian	1400	
[REDACTED]	Janetsian	1700	
[REDACTED]	Caro dba [REDACTED]	1000	
[REDACTED]	Caro dba [REDACTED]	2200	
[REDACTED]	Flores	250	
Productions ( [REDACTED] Ramirez)		1500	
[REDACTED] LLC - [REDACTED] Hancock		1500	
Rau [REDACTED]		3000	
[REDACTED]	Hafkemeyer	1500	

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[REDACTED] Bowser	1700
[REDACTED] Cumming	1200
[REDACTED] RX Inc	1800
[REDACTED] Khadjaev dba	1000
[REDACTED] Khadjaev dba [REDACTED]	2900
[REDACTED] O Moon	3000
[REDACTED] Murray	350
[REDACTED] Oxley	2200
[REDACTED] Castro	250
[REDACTED] Leitner dba [REDACTED] LLC	1500
[REDACTED] Deere [REDACTED]	1200
[REDACTED] Jones	1000
[REDACTED] Fong	1500
[REDACTED] Johnson	2000
[REDACTED] Martinez	5100
[REDACTED] Elmore	1400
[REDACTED] Cowel	300
[REDACTED] Campbell	1600
[REDACTED] Bell	850
[REDACTED] Evans	400
[REDACTED] Evans	300
[REDACTED] Evans	1000
[REDACTED] Evans	1300
[REDACTED] Evans	1000
[REDACTED] Swanson dba [REDACTED]	1200
[REDACTED] Banuelos [REDACTED]	1500
[REDACTED] Banuelos ( [REDACTED]	3800
[REDACTED] Banuelos ( [REDACTED] X3	1500
[REDACTED] Banuelos ( [REDACTED] X3 M	13600
LLC - [REDACTED] Doudna	1000
[REDACTED] Turcios	300
[REDACTED] Maetnyi dba [REDACTED] Corp /	2300
Mackenzie Anne Thoma	1000
Mackenzie Anne Thoma	16500
Mackenzie Anne Thoma	8600
Mackenzie Anne Thoma	8000
Mackenzie Anne Thoma	4000
[REDACTED] Zoeller	1400
[REDACTED] Sokolowski	1500
[REDACTED] Johanson	5400
[REDACTED] Prive - [REDACTED] Holdings	1200
[REDACTED] Mattioli	1500
[REDACTED] Pabon	1300
[REDACTED] Pabon	1300

## WCIRB Classification Inspection Report



### Inspected Operations - Production Employees

Class code 9610(00)

Key Factors for Class Assignment	<ul style="list-style-type: none"><li>• Produces motion pictures, television features, commercials, music videos, videotaped depositions, videotaped court proceedings or industrial films that are recorded on motion picture film stock, videotape, digital or other media</li></ul>
Type of Customer	<ul style="list-style-type: none"><li>• General public</li></ul>
Finished Products, Goods or Services	<ul style="list-style-type: none"><li>• <i>Produces:</i></li><li>• Media content</li></ul>
Where Operations are Performed	<ul style="list-style-type: none"><li>• Customer specified locations / mobile</li></ul>
Raw Materials Processes	<ul style="list-style-type: none"><li>• Digital recording media</li><li>• Performs according to script to present material</li><li>• Instructs actors/actresses and other personnel in performance of script</li><li>• Records production on selected media</li><li>• Moves equipment and materials around set</li><li>• Constructs sets and backdrops</li><li>• Controls audio aspects of production</li><li>• Controls production lighting</li><li>• Determines 'look' of production, including clothing, make-up, hair styles and similar aspects</li><li>• Applies make-up and prosthetics to performers</li><li>• Styles actors/actresses hair or apply wigs to achieve desired look</li><li>• Provides meals and snacks during production</li><li>• Ensures that only authorized personnel are allowed on set</li><li>• Visits production sites to oversee operations</li><li>• Oversees all financial and creative aspects of production</li><li>• Directs / supervises employees</li><li>• Camera dollies</li><li>• Cameras</li><li>• Hand tools</li><li>• Lighting equipment</li><li>• Sound recording equipment</li></ul>
Tools/ Equipment	

## WCIRB Classification Inspection Report



### References

WCIRB Assigned Classifications

The Standard Classification System for reporting workers' compensation insurance information to the WCIRB is defined in the California Workers' Compensation Uniform Statistical Reporting Plan—1995 (USR). The USRP has been approved by the Insurance Commissioner and is incorporated by reference into Title 10 of the California Code of Regulations at Section 2318.6. The WCIRB is bound by the USRP and does not have discretion to deviate from its express provisions. As part of the California Code of Regulations, the rules of the USRP have the force and effect of statute.

Est. EE's

Classification assignments are based on the pure premium rates and USRP provisions in effect at the time the inspection report is issued.

Est. P/R

Estimated employee counts are based on verbal estimates at the time of the inspection.

Clerical Office Employees

Payroll estimates are based on verbal estimates at the time of the inspection. Actual amounts are determined by the insurer at the time of final premium audit.

USRP - Part 3 - Standard Classification System  
Section VII - Standard Classifications

#### CLERICAL OFFICE EMPLOYEES - N.O.C.

Assignment of this classification is subject to the Standard Exceptions rule. See Part 3, Section III, Rule 4, Standard Exceptions.

Clerical office employees who work more than 50% of their time at their home or other office space away from any location of their employer shall be classified as 8871, Clerical Telecommuter Employees.

Clerical Telecommuter Employees

USRP - Part 3 - Standard Classification System  
Section VII - Standard Classifications

#### CLERICAL TELECOMMUTER EMPLOYEES - N.O.C.

This classification applies to Clerical Office Employees who work more than 50% of their time at their home or other office space away from any location of their employer.

Assignment of this classification is subject to the Standard Exceptions rule. See Part 3, Section III, Rule 4, Standard Exceptions.

Motion Pictures-production

USRP - Part 3 - Standard Classification System  
Section VII - Standard Classifications

#### MOTION PICTURES - production - in studios and outside - all employees

The entire remuneration of actors, musicians, producers and the motion picture director shall be included subject to a maximum of \$144,300 per year per person. When such employees do not work the entire year, the payroll limitation shall be prorated based upon the number of weeks in which such employees worked during the policy period.

This classification applies to companies that specialize in the production of motion pictures, television features, commercials, music videos, videotaped depositions, videotaped court proceedings or industrial films that are recorded on motion picture film stock, videotape, digital or other media.

Employees engaged exclusively in the electronic editing of digital files using computerized editing equipment are assignable to Classification 8810, Clerical Office Employees, subject to the Standard Exceptions rule. See Section III, Rule 4, Standard Exceptions.

Employees who create animation using computer or digital applications are assignable to Classification 8810, Clerical Office Employees, subject to the Standard Exceptions rule. See Section III, Rule 4, Standard Exceptions.

The payroll limitation of this classification is applicable to the director responsible for all aspects of production. The payroll for all other directors such as assistant and associate directors is not subject to

## WCIRB Classification Inspection Report



limitation.

The payroll limitation also applies to motion picture producers responsible for overseeing the financial, administrative or creative aspects of a motion picture.

### Specific

USRP - Part 3 - Standard Classification System  
Section III – General Classification Procedures  
Rule 1 Classification Description, Paragraph a

### Standard Exception

Any business or operation specifically described by a classification shall be assigned to that classification.  
USRP - Part 3 - Standard Classification System  
Section III – General Classification Procedures  
Rule 4 Standard Exceptions (pertinent parts only)

Employees engaged in the clerical office or outside sales functions described below are referred to as Standard Exception Employees. If a standard classification specifically includes Clerical Office Employees, Clerical Telecommuter Employees or Outside Salespersons, such employees shall be assigned to the standard classification, regardless of whether the work is conducted at the same or at a separate location. It is not permissible to divide a single employee's payroll, within a single policy period, between a Standard Exception classification and any other classification, including another Standard Exception classification, with the exception of a single permanent job reassignment.

## **EXHIBIT 20**

1 Nonemployee compensation		13737	
\$	1000.00	\$	1500.00
4 Federal income tax withheld			
\$		\$	
PAYER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no.			
VXN GROUP LLC			
11337 VENTURA BLVD			
STUDIO CITY			
(332) 791-4186			
PAYER'S TIN		RECIPIENT'S TIN	
[REDACTED]		[REDACTED]	
RECIPIENT'S name, street address (including apt. no.), city or town, State or province, country, and ZIP or foreign postal code			
[REDACTED]			
[REDACTED]			
[REDACTED]			
Account number (See instructions)		FATCA filing requirement <input type="checkbox"/>	
2			
3			
5 State tax withheld	6 State/Payer's State no.	7 State income	
\$.....	C A / 1 2 3 - 5 9 9 7 - 2	\$.....	
\$.....	I	\$.....	
2020 Form 1099-NEC Copy 1 For State Tax Department			

 VOID CORRECTED

Matrix Rev. 1/11/21

 VOID CORRECTED

1 Nonemployee compensation		13737	
\$	10000.00	\$	1500.00
4 Federal income tax withheld			
\$		\$	
PAYER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no.			
VXN GROUP LLC			
11337 VENTURA BLVD			
STUDIO CITY CA 91604			
(332) 791-4186			
PAYER'S TIN		RECIPIENT'S TIN	
84-3988614		624-66-3372	
RECIPIENT'S name, street address (including apt. no.), city or town, state or province, country, and ZIP or foreign postal code			
MACKENZIE ANNE THOMA			
4324 PROMENADE WAY #314			
MARINA DEL REY CA 90292			
Account number (See instructions)		FATCA filing requirement <input type="checkbox"/>	
2			
3			
5 State tax withheld	6 State/Payer's State no.	7 State income	
\$.....	A, f123-5997-2	\$.....	
\$.....	I	\$.....	
2020 Form 1099-NEC Copy 1 For State Tax Department			

1 Nonemployee compensation		13737	
\$	1500.00	\$	1500.00
4 Federal income tax withheld			
\$		\$	
PAYER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no.			
VXN GROUP LLC			
11337 VENTURA BLVD			
STUDIO CITY CA 91604			
(332) 791-4186			
PAYER'S TIN		RECIPIENT'S TIN	
84-3988614		[REDACTED]	
RECIPIENT'S name, street address (including apt. no.), city or town, state or province, country, and ZIP or foreign postal code			
[REDACTED]			
[REDACTED]			
[REDACTED]			
Account number (See instructions)		FATCA filing requirement <input type="checkbox"/>	
2			
3			
5 State tax withheld	6 State/Payer's state no.	7 State income	
\$.....	CA / 1 2 3 - 5 9 9 7 - 2	\$.....	
\$.....	I	\$.....	
2020 Form 1099-NEC Copy 1 For State Tax Department			

2021 Form 1099-NEC

**Copy 1 For State Tax Department**

2021 Form 1099-NEC

**Copy 1 For State Tax Department**

1 Non-employee compensation \$	9600.00	
4 Federal income tax withheld \$		
PAYER's Name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no.		
VXN GROUP LLC		
11337 VENTURA BLVD		
STUDIO CITY	CA 91604	
(323) 791-4186		
PAYER's TIN 84-3988614	RECIPIENT's TIN [REDACTED]	
[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	
Account number (See instructions)		
2 Payment made direct sale totaling \$5,000 or more of consumer products to recipient for resale <input type="checkbox"/>		
3		
5 State tax withheld \$	State/Prov - City /	State/Prov - City /
\$		

**2021 Form 1099-NEC**

**Copy 1 For State Tax Department**

1 Non employee compensation \$	38290.00
4 Federal income tax withheld \$	
PAYER's name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no.	
VXN GROUP LLC 11337 VENTURA BLVD STUDIO CITY CA 91604	
(323) 791-4186	
PAYER's TIN 84-3988614	RECIPIENT's TIN 624-66-3372
RECIPIENT's name, street address (including apt. no.), city or town, state or province, country, and ZIP or foreign postal code	
MACKENZIE ANNE THOMA 4324 PROMENADE WAY #314 MARINA DEL REY CA 90292	
Account number (See instructions)	
2 Player made direct sales totaling \$5,000 or more of consumer products to recipient for resale <input type="checkbox"/>	
3	
5 State _____ _____	6 State income _____
\$ _____	\$ _____

2021 Form 1099-NEC

**Copy 1 For State Tax Department**

1 Nonemployee compensation \$ 11500.00		
4 Federal income tax withheld \$		
PAYER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no. VXN GROUP LLC 11271 VENTURA BLVD SUITE 717 STUDIO CITY, CA 91604 (323) 791-4186		
PAYER'S TIN 84-3988614	RECIPIENT'S TIN ***-**-3372	
RECIPIENT'S name, street address (including apt. no.), city or town, state or province, country, and ZIP or foreign postal code MACKENZIE ANNE THOMA 4324 PROMENADE WAY #314 MARINA DEL REY, CA 90292		
Account number (see instructions)		
2 Payer made direct sales totaling \$5,000 or more of consumer products to recipient for resale <input type="checkbox"/>		
3		
5 State tax withheld \$	6 State/Payer's state no. CA /	7 State income \$

**2022 Form 1099-NEC** To be filed with recipient's federal income tax return, when required.

 CORRECTED (if checked)

1 Nonemployee compensation \$ 11500.00		
4 Federal income tax withheld \$		
PAYER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no. VXN GROUP LLC 11271 VENTURA BLVD SUITE 717 STUDIO CITY, CA 91604 (323) 791-4186		
PAYER'S TIN 84-3988614	RECIPIENT'S TIN ***-**-3372	
RECIPIENT'S name, street address (including apt. no.), city or town, state or province, country, and ZIP or foreign postal code MACKENZIE ANNE THOMA 4324 PROMENADE WAY #314 MARINA DEL REY, CA 90292		
Account number (see instructions)		
2 Payer made direct sales totaling \$5,000 or more of consumer products to recipient for resale <input type="checkbox"/>		
3		
5 State tax withheld \$	6 State/Payer's state no. CA /	7 State income \$

**2022 Form 1099-NEC** Copy 2 To be filed with recipient's state income tax return, when required.

 CORRECTED (if checked)

1 Nonemployee compensation \$ 11500.00		
4 Federal income tax withheld \$		
PAYER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no. VXN GROUP LLC 11271 VENTURA BLVD SUITE 717 STUDIO CITY, CA 91604 (323) 791-4186		
PAYER'S TIN 84-3988614	RECIPIENT'S TIN ***-**-3372	
RECIPIENT'S name, street address (including apt. no.), city or town, state or province, country, and ZIP or foreign postal code MACKENZIE ANNE THOMA 4324 PROMENADE WAY #314 MARINA DEL REY, CA 90292		
Account number (see instructions)		
2 Payer made direct sales totaling \$5,000 or more of consumer products to recipient for resale <input type="checkbox"/>		
3		
5 State tax withheld \$	6 State/Payer's state no. CA /	7 State income \$

**2022 Form 1099-NEC** Copy B For Recipient

1 Nonemployee compensation \$ 11500.00		
4 Federal income tax withheld \$		
PAYER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no. VXN GROUP LLC 11271 VENTURA BLVD SUITE 717 STUDIO CITY, CA 91604 (323) 791-4186		
PAYER'S TIN 84-3988614	RECIPIENT'S TIN ***-**-3372	
RECIPIENT'S name, street address (including apt. no.), city or town, state or province, country, and ZIP or foreign postal code MACKENZIE ANNE THOMA 4324 PROMENADE WAY #314 MARINA DEL REY, CA 90292		
Account number (see instructions)		
2 Payer made direct sales totaling \$5,000 or more of consumer products to recipient for resale <input type="checkbox"/>		
3		
5 State tax withheld \$	6 State/Payer's state no. CA /	7 State income \$

**2022 Form 1099-NEC** Copy 2 To be filed with recipient's state income tax return, when required.

## **EXHIBIT 21**

[1. Main](#)[2. Additional](#)[3. Statistics](#)[4. Summary](#)[5. History](#)[6. Invoices](#)[7. Transaction](#)

Invoice No.	Inv Date	Inv Due Date	Curr	Amount	Balance	Comment
071522	7/15/2022	7/15/2022	USD	5,000.00	0.00	7/15 Kenzie Ann
052322	5/23/2022	5/23/2022	USD	1,500.00	0.00	5/23 Kenzie Anne
040322	4/3/2022	4/3/2022	USD	5,000.00	0.00	4/3 Kenzie Anne
121121	12/11/2021	12/11/2021	USD	4,000.00	0.00	12/11 Kenzie Anne
121121ADJ	12/11/2021	12/11/2021	USD	1,000.00	0.00	12/11 Kenzie Anne (Add on short pay)
103021	10/30/2021	10/30/2021	USD	5,000.00	0.00	10/30 Kenzie Anne
072921	7/29/2021	7/29/2021	USD	3,100.00	0.00	7/29 Kenzie Anne
072821	7/28/2021	7/28/2021	USD	1,500.00	0.00	7/28 Kenzie Anne
062921	6/29/2021	6/29/2021	USD	1,500.00	0.00	6/29 Kenzie Anne
050621	5/6/2021	5/6/2021	USD	3,500.00	0.00	5/6 Kenzie Ann
050521	5/5/2021	5/5/2021	USD	190.00	0.00	5/5 Kenzie Anne: Testing Reimbursement
050521DIAL...	5/5/2021	5/5/2021	USD	500.00	0.00	5/5 Mackenzie Thoma
040121	4/1/2021	4/1/2021	USD	3,000.00	0.00	4/1 Kenzie Anne
022721	2/27/2021	2/27/2021	USD	15,000.00	0.00	2/27 Kenzie Anne
120920	12/9/2020	12/9/2020	USD	10,000.00	0.00	12/9 Kenzie Anne

## **EXHIBIT 22**

1     **KANE LAW FIRM**  
2     Brad S. Kane (SBN 151547)  
3     bkane@kanelaw.la  
4     1154 S. Crescent Heights. Blvd.  
5     Los Angeles, CA 90035  
6     Tel: (323) 697-9840  
7     Fax: (323) 571-3579  
8  
9     Trey Brown (SBN 314469)  
10    trey.brown@vixenmediagroup.com  
11    11337 Ventura Blvd.  
12    Studio City, CA 91604  
13    *Attorneys for Defendants*  
14    VXN GROUP LLC and MIKE MILLER

15  
16                   **UNITED STATES DISTRICT COURT**  
17                   **CENTRAL DISTRICT OF CALIFORNIA**  
18                   **WESTERN DIVISION**

19    MACKENZIE ANNE THOMA,  
20    a.k.a. KENZIE ANNE, an  
21    individual and on behalf of all  
22    others similarly situated,  
23    Plaintiff,  
24    v.  
25    VXN GROUP LLC, a Delaware  
26    limited liability company; MIKE  
27    MILLER, an individual; and DOES  
28    1 to 100, inclusive,  
      Defendants.

Case No. 2:23-cv-04901 WLH (AGRx)

**DECLARATION OF TREY BROWN  
IN SUPPORT OF DEFENDANTS'  
MOTION FOR SUMMARY  
JUDGMENT**

Complaint Filed: April 20, 2023  
Removed: June 21, 2023

KANE LAW FIRM  
1154 S. Crescent Heights Blvd.  
Los Angeles, CA 90035

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DECLARATION OF TREY BROWN

1 I, Trey Brown, hereby declare as follows:

2 1. I am an attorney licensed to practice law in the State of California. I  
3 am In-House counsel for Defendant VXN Group, LLC (“VXN”), as well as an  
4 attorney of record for VXN and Defendant Mike Miller in this matter. I am  
5 personally familiar with, and, if called upon, could and would testify to the facts  
6 contained herein from my personal knowledge

7 2. Based on my review of VXN’s business records and documents  
8 produced in connection with Thoma’s discovery requests in this matter:

- 9 a. VXN entered into a Performance Agreement with Plaintiff  
10 Mackenzie Anne Thoma, a.k.a., “Kenzie Anne” (“Thoma”) on  
11 November 11, 2020 (the “2020 Agreement”). A true and correct  
12 copy of the 2020 Agreement is attached hereto as “Exhibit 23”.
- 13 b. In April of 2021, Thoma and VXN amended the 2020  
14 Agreement via addendum (“First Addendum”). A true and  
15 correct copy of the First Addendum is attached hereto as  
16 “Exhibit 24”.
- 17 c. A true and correct copy of emails from April 2021 between  
18 VXN and Thoma’s talent agents at Motley Models in  
19 connection with the execution of the First Addendum is  
20 attached hereto as “Exhibit 25”.
- 21 d. In July of 2021, before the 2020 Agreement expired, VXN and  
22 Thoma entered a second contract on with an effective date of  
23 August 28, 2021 (“2021 Agreement”). A true and correct copy  
24 of the 2021 Agreement is attached hereto as “Exhibit 26”.
- 25 e. On September 28, 2021, VXN terminated the 2021 Agreement  
26 by letter notice (“Termination Notice”). A true and correct copy  
27 of the Termination Notice is attached hereto as “Exhibit 27”.

1           3. A true and correct copy of excerpts from Thoma's deposition  
2 transcript is attached hereto as "Exhibit 28" ("*Thoma Depo.*").

3           4. In connection with this lawsuit, Defendants deposed Thoma's former  
4 talent agent, Ryan Murphy, a.k.a., "Ryan Kona" ("Murphy"). A true and correct  
5 copy of excerpts from Murphy's deposition transcript is attached hereto as "Exhibit  
6 29" along with Plaintiff's IMDB which was introduced as an exhibit at Mr.  
7 Murphy's deposition ("*Murphy Depo.*").

8           5. A true and correct copy of a screenshot of the Kenzieland.com website  
9 showing Kenzieland films for sale, which was produced in response to Thoma's  
10 discovery requests, is attached hereto as "Exhibit 30".

11          6. A true and correct Web Data Collection Report for the Instagram  
12 account "kenzielandbykenzie" as it existed on August 12, 2024, which was which  
13 was produced in response to Thoma's discovery requests, is attached hereto as  
14 "Exhibit 31".

15          7. A true and correct Web Data Collection Report for a September 27,  
16 2021 post "kenzielandbykenzie" promoting Kenzieland.com, which was which  
17 was produced in response to Thoma's discovery requests, is attached hereto as  
18 "Exhibit 32".

19          8. Defendants produced each of the below listed documents in response  
20 to Thoma's discovery requests, which I obtained from the California Secretary of  
21 State's website:

22           a. A true and correct copy of an Application to Register a Foreign  
23 Limited Liability Company for KENZIELAND LLC dated  
24 September 7, 2021, attached hereto as "Exhibit 33".

25           b. A true and correct copy of the Statements of Information for  
26 KENZIELAND LLC dated October 14, 2021 and dated January  
27 20, 2022 are attached hereto as "Exhibit 34".

KANE LAW FIRM  
1154 S. Crescent Heights Blvd.  
Los Angeles, CA 90035

1                   c. A true and correct copy of the Articles of Organization for  
2                   LOLA MARCH LLC dated January 13, 2022 and a true and  
3                   correct copy of the Statement of Information for LOLA  
4                   MARCH LLC dated January 20, 2022 are attached hereto as  
5                   “Exhibit 35”.

6                 9. In connection with this lawsuit, Defendants deposed Thoma’s former  
7                 accountant with Artists Business Management Group, Inc., Larry Lerner  
8                 (“Lerner”). A true and correct copy of excerpts from Lerner’s deposition transcript  
9                 is attached hereto as “Exhibit 36”.

10                10. A true and correct copy of text messages sent between Thoma and  
11                VXN’s Casting Director, Michael “Moz” Mosney (“Mosney”) is attached hereto  
12                as “Exhibit 37”.

13                11. A true and correct copy of text messages sent between Murphy and  
14                Mosney in connection with the scheduling of Thoma’s scenes with VXN,  
15                introduced as an exhibit during Murphy’s deposition is attached hereto as “Exhibit  
16                38”.

17                12. A true and correct copy of text messages sent between Murphy and  
18                Mosney in connection with seeking approval for co-stars in Thoma’s scenes with  
19                VXN, introduced as an exhibit during Murphy’s deposition is attached hereto as  
20                “Exhibit 39”.

21                13. A true and correct copy of a November 11, 2020 email from Chris  
22                Applebaum indicating Thoma’s preferred co-stars and planning for Thoma’s first  
23                VXN scene, which was which was produced in response to Thoma’s discovery  
24                requests and a true and correct copy of December 2020 emails exchanged between  
25                VXN and Applebaum relating to Thoma’s preferred props and wardrobe, which  
26                was which was produced in response to Thoma’s discovery requests, is attached  
27                hereto is attached hereto as “Exhibit 40”.

28

1           14. A true and correct copy of Kenzieland film titles released in the year  
2 2021, introduced as an exhibit during Murphy's deposition is attached hereto as  
3 "Exhibit 41".

4           15. A true and correct copy of Thoma's Internet Movie Database credits  
5 adult film credits obtained from the Internet Adult Film Database (iafd.com) is  
6 attached hereto as "Exhibit 42".

7           16. A true and correct copy of excerpts from Mosney's deposition  
8 transcript is attached hereto as "Exhibit 43".

9           17. The W-9s submitted by Plaintiff indicated various payees, including  
10 Plaintiff herself, Kenzieland LLC, and Lola March LLC are attached hereto as  
11 "Exhibit 44".

12          18. Plaintiff never received a Form W-2 from VXN.

13 I declare under penalty of perjury that the foregoing is true and correct.

14 Executed on December 21, 2024, at Los Angeles, California.

15

16

/s/ Trey Brown

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## **EXHIBIT 23**

## PERFORMANCE AGREEMENT

This Performance Agreement (“*Agreement*”) is entered into on the 11<sup>th</sup> day of November, 2020 and is between **VXN GROUP, LLC**, a Delaware limited liability company (“*Producer*”), and **Mackenzie Thoma a/k/a Kenzie Anne**, an individual located at c/o 8730 Wilshire Blvd., Suite 350, Beverly Hills, CA 90211 (“*Performer*”) (together the “*Parties*” or “*Party*”).

### RECITALS

WHEREAS Producer is the creator of adult motion pictures and photographs for commercial sale through various distribution outlets and platforms;

WHEREAS Performer is a model and actor in the adult entertainment industry;

WHEREAS Producer wishes to contract with Performer for Performer’s services as an actor and model on an exclusive basis in connection with the production of adult motion pictures and photographs and in exchange for the consideration outlined below;

WHEREAS Performer agrees to provide her services on a temporary exclusive basis for the duration of the Term as set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the foregoing recitals, the mutual promises and agreements herein contained, and for good and valuable consideration, the adequacy, sufficiency and receipt of which is hereby acknowledged by the Parties, each of the Parties, intending to be legally bound hereby, do promise and agree as follows, and enter into this Agreement.

1. **Engagement.** Producer hereby engages Performer to act, model and provide other services (“*Services*”) to Producer for Producer’s adult motion pictures and photographs (“*Scene*” or “*Scenes*”) for the brands and websites Vixen.com and Blacked.com (“*Brand*” or “*Brands*”).
2. **Compensation.** Producer will pay Performer \$10,000.00 for Performer’s first girl/girl Scene with Producer, which will include a three-way girl/girl/girl Scene to be shot in December 2020. Producer then has the option and right of first refusal, but not the obligation, during the Term, to pay Performer \$15,000.00 for Performer’s first boy/girl Scene with Producer. Additionally, for any subsequent girl/girl Scenes, to be mutually agreed upon by Producer and Performer, Producer will pay Performer \$3,000 per Scene. For any subsequent boy/girl Scenes, to be mutually agreed upon by Producer and Performer, Producer will pay Performer \$5,000 per Scene.

Performer waives the right to receive any other consideration for the Services performed under this Agreement, including royalties, residuals, or commissions. Performer acknowledges that no further sums are payable by Producer by reason of exploitation of the content or the results and proceeds of Performer’s services under this agreement.

3. **Nature of Services.** As part of the Services, Performer will appear nude and semi-nude in connection with the creation of motion pictures and photographic content by Producer. Performer will perform multiple, explicit sexual acts, as set forth above in paragraphs 1 and 2. These sexual acts may include the

use of sexual aids. Performer knowingly and willingly consents to rendering these services and understands the nature of the services this agreement requires her to perform. Performer and Producer will mutually agree on directors and other talent that will appear or perform in Performer's Scenes.

**4. Hours and Obligations for Services.** Performer will provide the services on an as-needed basis, including nights, weekends, and holidays. Performer understands and agrees that the filming session during the Term of this agreement may take up to ten hours.

**5. Ownership; Copyright; Publicity.** Performer hereby grants Producer the worldwide, irrevocable, perpetual, right to photograph and re-photograph Performer (still and moving) and to record and re-record, double, and dub Performer's voice and performances, by any present or future methods or means, and to use and to license the use of Performer's approved name (including all stage names and aliases), approved biography, resume, signature, caricature, voice, and likeness (collectively, the "**name and likeness**") for and in connection with the creation of or the exploitation of the content created hereunder, including the promotion and advertising of the content in any media, throughout the universe, and in perpetuity. Producer will own the results and proceeds of Performer's Services under this agreement, including the copyrights of it. As the owner, Producer will have the worldwide, irrevocable, perpetual, exclusive right to use, license, and exploit the results and proceeds of Performer's Services—including all derivative works—in any manner, for any purpose, including the right to edit, televise, broadcast, record, publish, copy, print, sell, or distribute the content in any manner and in any medium, format, form, or forum, whether now known or later devised, without any further compensation than as specified in section 2. Performer acknowledges that the works created from the Services performed by Performer in performing this agreement constitute "works made for hire" under the United States Copyright Act of 1976 and, at all stages of development, the works will be and remain the sole and exclusive property of Producer. At Producer's sole discretion, Producer may make any changes in, deletions from, or additions to the works. If for any reason the results and proceeds of Performer's services under this agreement are determined not to be a work made for hire, Performer hereby irrevocably transfers and assigns to Producer all right, title, and interest in the work, including all copyrights, as well as all renewals and extensions to that work. Performer acknowledges Producer's sole ownership of all stage names, aliases, pseudonyms, characters, ideas, or other matters or materials that may be created during the term of this agreement. Performer will sign all documents that Producer may reasonably require to record and perfect its ownership rights. Performer will retain all rights in the stage name "Kenzie Anne" however during and after the term of this Agreement, Producer and Producer's assigns and licensees may use Performer's name and likeness. Performer hereby expressly waives and relinquishes to Producer any moral rights or "droit morale" in and to any content produced from the Services Performer provided under this agreement, including all of Performer's performances. Performer further hereby waives and relinquishes to Producer all right of publicity claims, invasion of privacy claims, defamation claims, sexual harassment claims, injuries (both physical and emotional), negligence, Intellectual Property, and any liability for and by virtue of blurring, distortion, alteration, and optical illusion. "**Intellectual Property**" means all rights, title, interest, and benefit of a party to this Agreement in intellectual property of every nature, whether registered or unregistered. Intellectual property includes trademarks, copyrights, patents, trade secrets, publicity rights, moral rights, rights against unfair competition, and any other rights commonly considered intellectual property.

**6. Credit.** Producer does not have an obligation to give Performer credit in advertising or publicity, but

shall afford Performer customary performer credit in all content created under this Agreement.

## 7. Exclusivity and Appearance

**7.1 Exclusivity of Services.** During the Term of this Agreement, Performer will not film with any third party producer or production company that competes directly with Producer; provided that nothing herein shall restrict Performer from (i) creating (alone or with others) and exploiting photos and short-form content for Performer's social media channels, (ii) doing 'live' webcam channel shows (with the exclusion of CamSoda) and live OnlyFans shows , or (iii) doing photoshoots and media appearances with any other individual or entity. Performer understands that a breach of this provision will entitle Producer to terminate this Agreement for Cause and seek any related damages if the parties cannot resolve the breach by agreement within 48 hours of the breach.

**7.2 Appearance.** Performer understands that Producer is entering into this Agreement with Performer based on Performer's current physical appearance, including the current measurements of Performer's body, level of physical fitness, hairstyle, and overall appearance of Performer's body. During the term of this Agreement, Performer will maintain Performer's physical appearance, and Performer will submit to the reasonable personal grooming requests of Producer, as such may be considered a norm in the adult entertainment industry. Performer acknowledges that if Performer should change her physical appearance during the term of this Agreement (including adding or subtracting tattoos or piercings) without first obtaining written permission by Producer, Producer may terminate this Agreement for Cause if the Parties cannot resolve the breach by agreement within 48 hours of the breach.

**8. Additional Services after Expiration of Agreement.** Performer will provide additional Services after expiration of this Agreement at Producer's reasonable request if Producer requires the additional Services in connection with retakes, added scenes, trailers, or changes to content initially created during the term of this Agreement.

**9. Use of Social Media.** Performer agrees during the Term of this Agreement to reasonably promote Producer's Brands and its affiliate Brands on her social media accounts including but not limited to Twitter, Instagram and any others reasonably requested by Producer to the best of her abilities, consistent with Performer's other professional photo shoots and media appearances. Instagram promotion shall be limited to Producer's safe for work Instagram verified accounts, @vixenxofficial & @blackedxofficial. Performer will promote Producer's Brands at Producer's reasonable direction and under Producer's guidelines and recommendations.

Additionally, during the Term of this Agreement, Performer will not do any of the following without first obtaining written consent from Producer:

- post, tag, or comment on any photographs of anyone under 18-years old regardless of state of dress or context of the photographs; or
- post anything about a scene not yet released until notified in writing to do so.

**10. Health Testing.** Performer warrants and represents that to the best of Performer's knowledge, Performer is in good health and has no condition that would inhibit Performer's ability to perform or that

would endanger Performer or any other person. If Producer requests, and at Producer's expense, Performer will immediately receive testing for HIV, hepatitis, COVID-19, or any other medical condition—mental or physical—that may impact Performer's ability to safely perform Performer's duties under this Agreement. Additionally, each time Performer provides the Services contemplated by this Agreement, before providing the Services, Performer will provide Producer with documents disclosing the results of all health testing, which must have occurred within the immediately preceding 30-day period. Performer acknowledges that this information may reside in verifiable third party, HIPAA compliant databases. Producer will fully cover the testing costs.

**11. Non-Union Affiliation.** Producer states that it is not a signatory to the Screen Actors Guild collective bargaining agreement or any other union or guild agreement. Performer states that Performer is not a member of any union or guild that would prevent Performer from performing the services contemplated by this agreement.

**12. Independent Contractor Status.** Performer is an independent contractor. Performer will not be deemed an employee of Producer. Performer will be responsible for payment of all local, state, and federal taxes, including making self-employment tax payments. Producer will not be responsible for, nor will Producer withhold, local, state, federal, social security, Medicare, unemployment, disability, or any other kind of taxes. Performer will be responsible for providing Performer's own disability and worker's compensation plans for Performer's own benefit. In addition, Performer represents that they do not meet the conditions as set forth in Assembly Bill 5 (A.B.5.) to be classified as an employee.

### **13. Term and Termination**

**13.1 *Term.*** The Term of this Agreement is for six (6) months from the date the Parties enter into the Agreement and shall renew upon successful completion of each Scene contemplated by this agreement.

**13.2 *Termination.*** Producer may terminate this Agreement at any time for Cause. "*Cause*" means Performer's (1) material, uncured breach of this Agreement; (2) inability to meet Producer's subjective artistic expectations; (3) failure to follow any framework; (4) violation of Producer's rules; (5) violation of any applicable laws, rules, or regulations; or (6) failure to follow Producer's directions; (7) unreasonable unavailability; (8) or as otherwise set forth throughout this Agreement. Unless otherwise terminated by Producer under this section 13, this Agreement will terminate on the expiration of the Term.

**13.3. *Force Majeure Event.*** The Term may be terminated by Company upon notice to Performer if the performance of this Agreement or any obligations hereunder is prevented, restricted or interfered with by reason of fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, health risks, disease, law (including any federal, state, local or other governmental regulations, restrictive ordinances, statutes or by common law) lock-out, boycott, work stoppage, strikes (including but not limited to union/guild strikes), or labor controversy (including but not limited to threat of walkout, boycott, or strike) or any similar cause beyond the reasonable control of Company (each, a "*Force Majeure Event*"). Company shall, upon giving prompt notice to Performer, be excused from such performance during such prevention, restriction or interference, and any failure or delay resulting therefrom shall not be considered a breach of this Agreement. If such Force Majeure Event continues for a period of more than 60 days, Company may terminate this Agreement by providing written

notice to Performer. In the event of a termination due to a Force Majeure Event, Company shall have no further obligations to Performer other than the obligation of Company to pay any accrued obligations hereunder.

**14. Ethics and Non-Disparagement.** Performer agrees to abide by the ethical policies and practices of Producer at all times during the term of this Agreement and, within the scope of applicable laws and regulations, to act in the best interests of Producer and abide by the highest ethical standards in performing the duties set forth in this Agreement. If at any time during the course of the Agreement, Performer is involved in any situation or occurrence which subjects Performer to public scandal, disrepute, widespread contempt, public ridicule, or which is widely deemed by members of the general public, to embarrass, offend, insult or denigrate individuals or groups, or that will tend to shock, insult or offend the community or public morals or decency or prejudice the Producer in general, then Producer shall have the right, in its sole discretion, to take any action it deems appropriate, including but not limited to terminating the production of the program. During and following the term of this Agreement Performer agrees not to, and, if applicable, shall cause its officers, managers, employees not to, make or encourage any disparaging or untruthful remarks or statements about Producer or its products, services, officers, directors, affiliates, or employees; provided that nothing in this Agreement shall prevent Performer from making truthful statements when required by law, court order, subpoena, or the like, to a governmental agency or body or in connection with any legal proceeding. Notwithstanding anything in this Agreement to the contrary, Producer may terminate this Agreement at any time without notice or penalty following Performer's breach of this Section 14.

**15. Confidential Information.** Performer agrees that all terms and conditions of this Agreement shall be maintained in strict confidence and shall not be disclosed to any third Parties unless compelled to disclose by appropriate court order or with Producer's approval. Additionally, Performer will keep confidential all Confidential Information. "**Confidential Information**" means any information or data of a party that that party disclosed to the other party, either directly or indirectly, whether in writing, orally, or by visual means, and which the disclosing party designates (either in writing or orally) as confidential, proprietary, or another similar designation. However, a disclosing party will not need to designate information or data as confidential information if the nature of the information makes it generally considered confidential commercially, which includes information that relates to: (1) trade secrets or know-how; (2) finance or accounting; (3) technology, research, or development; (4) internal processes or procedures; (5) business, operations, or planning of it; (6) sales or marketing strategies; (7) the terms of any agreement, and the discussions, negotiations, or proposals related to it, including this Agreement. "Confidential Information" also includes the legal names and addresses of actors and models appearing in the content. "Confidential information" does not include information that (1) is publicly available or in the public domain at the time disclosed; (2) is or becomes publicly available or enters the public domain through no fault of the receiving party; (3) is rightfully communicated to the receiving party by persons not bound by confidentiality obligations for that information; or (4) is already in the receiving party's possession free of any confidentiality obligations for that information at the time of disclosure. This section will survive the termination of this Agreement.

**16. Performer Representations and Warranties.** Performer represents and warrants that Performer is 18-years old or older, has the right to enter into this Agreement and to grant to Producer all rights granted in

this Agreement, and that Performer has not entered into or will enter into any Agreement of any kind that will interfere in any way with the complete performance of this Agreement.

**17. Indemnification.** Performer will pay Producer for any loss of Producer's that is caused by Performer's reckless acts or intentional misconduct. But Performer need not pay to the extent that the loss was caused by Producer's reckless acts or intentional misconduct. "**Loss**" means an amount that a party is legally responsible for or pays in any form. Amounts include, for example, a judgment, a settlement, a fine, damages, injunctive relief, staff compensation, a decrease in property value, and expenses for defending against a claim for a loss (including fees for legal counsel, expert witnesses, and other advisers). A loss can be tangible or intangible; can arise from bodily injury, property damage, or other causes; can be based on tort, breach of contract, or any other theory or recovery; and includes incidental, direct, and consequential damages. A loss is "**caused by**" an event if the loss would not have occurred without the event, even if the event is not a proximate cause of the loss.

## 18. Dispute Resolution

18.1 **In General.** Each Party will allow the other reasonable opportunity to cure any alleged breach of this Agreement. The Parties will attempt in good faith to resolve all disputes, disagreements, or claims between the Parties relating to this Agreement.

18.2 **Mediation.** If the Parties cannot settle a dispute through negotiation, the Parties will engage in nonbinding mediation before resorting to arbitration. The Parties will conduct mediation in Los Angeles County, California. Unless the Parties agree otherwise, the American Arbitration Association will administer the mediation according to its Commercial Mediation Procedures. Each Party will bear its own costs and expenses in mediation and the Parties will share equally between them all third-party mediation costs and expenses unless the Parties otherwise agree in a writing signed by the Party agreeing to bear the costs and expenses.

18.3 **Arbitration.** In the event that mediation between the Parties is unsuccessful, the Parties will settle any controversy or claim arising out of or relating to this Agreement, or the breach of it, by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. A single arbitrator will preside over the arbitration and issue a final award on all issues submitted to the arbitrator. The Parties will conduct the arbitration in Los Angeles County, California. The arbitrator's award will be final and binding on the Parties. Either party may file an action in a court of competent jurisdiction to: (1) enforce this provision; (2) obtain injunctive relief; or (3) enforce the arbitrator's award.

18.4 **Waiver of Jury Trial.** The Parties agree that as part of their consideration for this Agreement, they waive the right to a trial by jury for any dispute arising between the Parties related to the subject matter of this Agreement. The Parties further agree that this waiver will be enforceable up to and including the day that trial is to start, and even if the arbitration provisions of this section are waived.

18.5 **Limited Time to Bring Claims.** Unless otherwise required by applicable law without the possibility of contractual waiver or limitation, neither Party will bring legal action, regardless of form, arising out of (or related to) this Agreement or any transaction under it more than twelve (12) months after the cause of action arose. After this time limit, any legal action arising out of this Agreement (or any transaction under it) and

all respective rights related to any action lapse.

## 19. General Provisions

**19.1 *Entire Agreement.*** This Agreement makes up the sole Agreement of the Parties concerning its subject matter. It supersedes all earlier written or oral discussions, negotiations, proposals, undertakings, understandings, and agreements between the Parties concerning the transactions contemplated in this agreement. No party may use any of the earlier or contemporaneous negotiations, preliminary drafts, or previous versions of this Agreement leading up to its signature and not stated in this Agreement to construe or affect the validity of this Agreement. No conditions, definitions, representations, or warranties concerning the subject matter other than as expressly stated in this Agreement will bind either party. Each party acknowledges that no party made or relied on a representation, inducement, or condition not stated in this agreement.

**19.2 *Amendment.*** The Parties may amend this Agreement only by a written agreement of the Parties that identifies itself as an amendment to this Agreement.

**19.3 *Assignment and Delegation.*** Producer may assign this Agreement and the rights granted in it to any other person. Performer may not assign Performer's rights or delegate Performer's duties under this agreement because this Agreement is a personal service contract entered into in reliance on the singular personal skill, qualifications, and representations of Performer. Any purported assignment of rights or delegation of duties by Performer in violation of this provision is void.

**19.4 *Waiver.*** If either party fails to require the other to perform any term of this Agreement, that failure does not prevent the party from later enforcing that term. If either party waives the other's breach of a term, that waiver is not treated as waiving a later breach of the term. No waiver by any party of any of the provisions of this Agreement will be effective unless in writing and signed by the waiving party. No waiver will operate as a waiver regarding any failure, breach, or default unless expressly identified by the written waiver. The Parties may waive compliance with this provision in a writing signed by both Parties.

**19.5 *Severability.*** If a tribunal finds any term of this Agreement or the application of them to any person or circumstance unenforceable, the remainder remains fully enforceable.

**19.6 *Notices.*** All notices and other communications required or permitted under this Agreement must be in writing and must be delivered personally or sent by email, certified or registered mail, or by overnight courier, postage prepaid, to the party's address listed below:

Mackenzie Thoma a/k/a Kenzie Anne  
misskenzieanne@gmail.com  
cc: eric@sevnagency.com

VXN GROUP, LLC  
Attn: Emilie Kennedy  
[emilie@vixen.com](mailto:emilie@vixen.com)

A party may change this address by notice to the other party as stated in this Agreement. A notice is

considered as having been given (1) on the day of personal delivery, or (2) two days after the date of mailing.

19.7 **Cumulative Remedies.** All rights and remedies provided in this Agreement are cumulative and not exclusive, and the assertion by a party of any right or remedy will not preclude the assertion by the party of any other rights or the seeking of any other remedies available at law, in equity, by statute, in any other Agreement between the Parties, or otherwise.

19.8 **Governing Law.** The Parties have signed and entered into this Agreement in the State of California. California law applies to this Agreement without regard for any choice-of-law rules that might direct the application of the laws of any other jurisdiction.

19.9 **Jurisdiction and Venue.** Each party irrevocably and unconditionally agrees that it will not bring any proceeding against any other party arising out of this Agreement in any forum other than Los Angeles County, California. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of Los Angeles County, California and agrees to bring any proceeding only in Los Angeles County, California.

19.10 **Enforcement Costs and Expenses.** If a party breaches this Agreement, the breaching party will reimburse the nonbreaking party for all actual legal fees and costs incurred in enforcing this Agreement.

19.11 **Performance Costs and Expenses.** Unless otherwise stated in this Agreement, each party will pay all of the costs and expenses that party incurs regarding this Agreement and the transactions it contemplates.

19.12 **Third-Party Beneficiaries.** This Agreement does not and is not intended to confer any rights or remedies on any person other than the Parties.

19.13 **Relationship of the Parties.** The Parties' relationship is that of independent contractors and not business partners. Nothing in this Agreement creates a partnership, joint venture, agency, franchise, or employment relationship between the Parties and the Parties expressly disclaim the existence of any of these relationships between them.

19.14 **Successors and Assigns.** This Agreement inures to the benefit of, and is binding on, the Parties and their respective successors and assigns. This section does not address, directly or indirectly, whether a party may assign its rights or delegate its performance under this Agreement.

19.15 **Further Assurances.** Each party will take any actions, or sign any documents, necessary to effect or facilitate the purpose of this Agreement.

19.16 **Voluntary Agreement.** The Parties have signed this Agreement voluntarily and for valid reasons, and in doing so do not and have not relied on any statement or promise by any other party, except those expressed in this Agreement. The Parties acknowledge and agree that they have carefully read this Agreement, discussed it with their attorneys or other advisors, understand all of the terms and conditions, and agree to be bound by it. The Parties have relied on the advice of their attorneys or other advisors about the terms and conditions of this Agreement, and waive any claim that the terms and conditions should be construed against the drafter.

19.17 **Corporate authority.** Each person signing this agreement on behalf of any corporate entity agrees

that he or she has full authority to sign this Agreement on behalf of the entity and that party has taken all necessary actions. In addition, each corporate party agrees that this Agreement does not constitute a violation or breach of that party's articles of incorporation, bylaws, or any other agreement or law by which that party is bound.

19.18 **Counterparts.** The Parties may sign this Agreement in any number of counterparts. The Parties deem each counterpart an original and all counterparts, when taken together, make up the same agreement.

20. **Usages.** In this Agreement, unless otherwise stated or the context otherwise requires, the following usages apply:

20.1 Actions permitted under this agreement may be taken at any time and from time to time in the actor's sole discretion.

20.2 References to a statute will refer to the statute and any successor statute, and to all regulations promulgated under or implementing the statute or successor, as in effect at the relevant time.

20.3 References to numbered sections in this Agreement also refer to all included sections. For example, references to section 6 also refer to sections 6.1, 6.1(A), etc.

20.4 In computing periods from a specified date to a later specified date, the words "from" and "commencing on" (and the like) mean "from and including," and the words "to," "until," and "ending on" (and the like) mean "to but excluding."

21. **Signatures.** The Parties agree that they may deliver signatures on this Agreement by fax or electronically instead of an original signature and agree to treat fax or electronic signatures as original signatures that bind them to this Agreement.

The Parties signed this Agreement on the date listed on the first page.

**Producer:** **VXN GROUP, LLC**, a Delaware Limited Liability Company

By: Mike Miller, Executive Producer

DocuSigned by:

Signature: 

Mike Miller

10AD78EF1BDE429...

Date: 12/1/2020

Performer: **MACKENZIE THOMA a/k/a KENZIE ANNE**, an individual

DocuSigned by:

Signature: 

1183CE222482413...

Date: 11/30/2020

## **EXHIBIT 24**

## **ADDENDUM TO PERFORMANCE AGREEMENT**

This Addendum ("Addendum") is attached to and forms part of the Performance Agreement ("Agreement") between VZN Group, LLC ("Producer") and Mackenzie Thoma a/k/a Kenzie Anne ("Performer"). Producer and Performer are collectively referred to as the "Parties."

### **RECITALS**

On November 11, 2020 ("Effective Date") the Parties entered into the Agreement for the purpose of contracting with Performer for Performer's services as an actor and model on an exclusive basis in connection with the production of motion pictures and photographs.

In January and February of 2021, Performer was filmed and created content with third-party directors and producers that directly competed with Producer's Brands, including Producer's then current and now former Director, Marc Roussel a/k/a 'Chef', who filmed Performer for his own professional gain and without permission from Producer.

In this Addendum, to become effective on April 15, 2021, the Parties wish to amend Section 2, Section 7.1 and Section 13.1 of the Agreement.

In consideration of the Parties agreeing to amend their obligations in the existing Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to amend the Agreement as follows:

### **AMENDMENTS**

**2. Compensation.** Producer will pay Performer \$1,500.00 for Performer's all girl Scenes with Producer. Producer will pay Performer \$3,000.00 for Performer's boy/girl Scenes with Producer. Performer waives the right to receive any other consideration for the Services performed under this Agreement, including royalties, residuals, or commissions. Performer acknowledges that no further sums are payable by Producer by reason of exploitation of the content or the results and proceeds of Performer's services under this agreement.

**7.1. Exclusivity of Services.** During the Term of this Agreement, Performer will not film with any third party producer or production company that competes directly with Producer; provided that nothing herein shall restrict Performer from (i) creating (alone or with others) and exploiting photos and short-form content for Performer's social media channels which includes her OnlyFans, ("Performer's Channels") (ii) doing 'live' webcam channel shows (with the exclusion of CamSoda) and live OnlyFans shows , or (iii) doing photoshoots and media appearances with any other individual or entity. Performer understands that a breach of this provision will entitle Producer to terminate this Agreement for Cause and seek any related damages if the parties cannot resolve the breach by agreement within 48 hours of the breach.

Additionally, Performer may not film with any models that appear in any of the Scenes arising from the Agreement for at least six months from release of the Scene and Performer agrees not to shoot with any of Company's current and/or former directors and/or exclusive talent for Performer's Channels without the express written consent of



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***13.1 Term***

In consideration of signing this Addendum, instead of extending the Term to six months from Performer's successful completion of her last Scene on March 31, 2021, which extends the Term to October 1st, 2021, Producer agrees the Term shall end on August 28th, 2021 with the agreement that Performer will pay back Producer \$1,500 for overpayment of her last Scene, or alternatively perform one all girl Scene for Producer without compensation. No further renewals of the term will occur upon subsequent completion of Scenes contemplated by the Agreement.

**NO OTHER CHANGE**

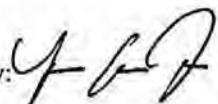
Except as otherwise expressly provided in this Addendum, all of the terms and conditions of the Agreement remain unchanged and in full force and effect. To the extent that any of the terms and conditions contained in this Addendum may contradict or conflict with any of the terms or conditions of the Agreement, it is expressly understood and agreed that the terms of the Addendum shall take precedence and supersede the attached Agreement.

**AGREED AND ACCEPTED:**

VXN Group, LLC  
Anne

Mackenzie Thoma a/k/a Kenzie

By: MACKENZIE ANNE  
Thoma

By: 

Mike Miller

Mackenzie Thoma

Date:

Date: 4/15/2021

**EXHIBIT A**

List of Exclusive VMG Performers



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## **EXHIBIT 25**

EK

**From:** Emilie [REDACTED]  
**Subject:** Fwd: Kenzie Anne VZN Group Addendum  
**Date:** April 15, 2021 at 5:16 PM  
**To:** Mike Miller [REDACTED] Moz [REDACTED]

Wow she signed it  
----- Forwarded message -----  
From: [dave@motleymodels.com](mailto:dave@motleymodels.com) <[dave@motleymodels.com](mailto:dave@motleymodels.com)>  
Date: Thu, Apr 15, 2021 at 5:13 PM  
Subject: Re: Kenzie Anne VZN Group Addendum  
To: [REDACTED] Ryan Kona <[ryan@motleymodels.com](mailto:ryan@motleymodels.com)>

Hi Emilie,

**Please find the attached signed addendum from Kenzie Anne. Let me know if you have any questions.**

dR

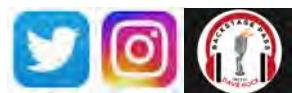
Dave Rock

President & CEO



C: 818.388.3322 (*texts okay*)

O: 818.483.6525 (*no texts*)



---

**From:** Emilie [REDACTED]  
**Sent:** Wednesday, April 14, 2021 4:56:07 PM  
**To:** Ryan Kona <[ryan@motleymodels.com](mailto:ryan@motleymodels.com)>; Mike Miller [REDACTED]

017350

Subject: Kenzie Anne VZN Group Addendum

Ryan,

Please find attached the addendum that we propose for Kenzie to sign. Per our current offer, if she signs this addendum the term of her agreement would expire on August 28, 2020, and she is welcome to continue to film with us until that time, with no expectation of renewal. Otherwise, the term will remain until October 1st, 2021.

If you have any questions, please feel free to contact me.

Sincerely,

Emilie [REDACTED]  
General Counsel  
Vixen Media Group  
[REDACTED]

#### **ADDENDUM TO PERFORMANCE AGREEMENT**

This Addendum ("Addendum") is attached to and forms part of the Performance Agreement ("Agreement") between VZN Group, LLC ("Producer") and Mackenzie Thoma a/k/a Kenzie Anne ("Performer"). Producer and Performer are collectively referred to as the "Parties."

#### **RECITALS**

On November 11, 2020 ("Effective Date") the Parties entered into the Agreement for the purpose of contracting with Performer for Performer's services as an actor and model on an exclusive basis in connection with the production of motion pictures and photographs.

In January and February of 2021, Performer was filmed and created content with third-party directors and producers that directly competed with Producer's Brands, including Producer's then current and now former Director, Marc Roussel a/k/a 'Chef', who filmed Performer for his own professional gain and without permission from Producer.

In this Addendum, to become effective on April 15, 2021, the Parties wish to amend Section 2, Section 7.1 and Section 13.1 of the Agreement.

In consideration of the Parties agreeing to amend their obligations in the existing Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to amend the Agreement as follows:

#### **AMENDMENTS**

**2. Compensation.** Producer will pay Performer \$1,500.00 for Performer's all girl Scenes with Producer. Producer will pay Performer \$3,000.00 for Performer's boy/girl Scenes with Producer. Performer waives the right to receive any other consideration for the Services performed under this Agreement, including royalties, residuals, or commissions. Performer acknowledges that no further sums are payable by Producer by reason of exploitation of the content or the results and proceeds of Performer's services under this agreement.

**7.1. Exclusivity of Services.** During the Term of this Agreement, Performer will not film

with any third party producer or production company that competes directly with Producer; provided that nothing herein shall restrict Performer from (i) creating (alone or with others) and exploiting photos and short-form content for Performer's social media channels which includes her OnlyFans, ("Performer's Channels") (ii) doing 'live' webcam channel shows (with the exclusion of CamSoda) and live OnlyFans shows , or (iii) doing photoshoots and media appearances with any other individual or entity. Performer understands that a breach of this provision will entitle Producer to terminate this Agreement for Cause and seek any related damages if the parties cannot resolve the breach by agreement within 48 hours of the breach.

Additionally, Performer may not film with any models that appear in any of the Scenes arising from the Agreement for at least six months from release of the Scene and Performer agrees not to shoot with any of Company's current and/or former directors and/or exclusive talent for Performer's Channels without the express written consent of

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Producer with the exception of Chris Applebaum. Company's current exclusive talent, as of the date of signing, are listed on Exhibit A, and for the avoidance of doubt, Performer may also not shoot with any new exclusive talent signed by Company for Performer's Channels during the course of this Agreement.

#### ***13.1 Term***

In consideration of signing this Addendum, instead of extending the Term to six months from Performer's successful completion of her last Scene on March 31, 2021, which extends the Term to October 1st, 2021, Producer agrees the Term shall end on August 28th, 2021 with the agreement that Performer will pay back Producer \$1,500 for overpayment of her last Scene, or alternatively perform one all girl Scene for Producer without compensation. No further renewals of the term will occur upon subsequent completion of Scenes contemplated by the Agreement.

#### **NO OTHER CHANGE**

Except as otherwise expressly provided in this Addendum, all of the terms and conditions of the Agreement remain unchanged and in full force and effect. To the extent that any of the terms and conditions contained in this Addendum may contradict or conflict with any of the terms or conditions of the Agreement, it is expressly understood and agreed that the terms of the Addendum shall take precedence and supersede the attached Agreement.

#### **AGREED AND ACCEPTED:**

VXN Group, LLC  
Anne

Mackenzie Thoma a/k/a Kenzie

By: MACKENZIE ANNE  
Thoma

By: 

Mike Miller

Mackenzie Thoma

Date:

Date: 4/15/2021

**EXHIBIT A**

List of Exclusive VMG Performers



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## **EXHIBIT 26**

## PERFORMANCE AGREEMENT

This Performance Agreement (“*Agreement*”) is entered into on the 13<sup>th</sup> day of July, 2021 and is between **VXN GROUP, LLC**, a Delaware limited liability company (“*Producer*”), and **Mackenzie Thoma a/k/a Kenzie Anne**, an individual located at 4324 Promenade Way # 314, Marina Del Ray, CA 90282 (“*Performer*”) (together the “*Parties*” or “*Party*”).

### RECITALS

WHEREAS Producer is the creator of adult motion pictures and photographs for commercial sale through various distribution outlets and platforms;

WHEREAS Performer is a model and actor in the adult entertainment industry represented by Twice Baked Media, Inc. d.b.a Motley Models (“Agent”).

WHEREAS Producer wishes to contract with Performer for Performer’s services as an actor and model on a non-exclusive basis in connection with the production of adult motion pictures and photographs and in exchange for the consideration outlined below;

WHEREAS Performer agrees to provide her services on a non-exclusive basis for the duration of the Term as set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the foregoing recitals, the mutual promises and agreements herein contained, and for good and valuable consideration, the adequacy, sufficiency and receipt of which is hereby acknowledged by the Parties, each of the Parties, intending to be legally bound hereby, do promise and agree as follows, and enter into this Agreement.

**1. Engagement.** Producer hereby engages Performer to act, model and provide other services (“*Services*”) to Producer for Producer’s adult motion pictures and photographs (“*Scene*” or “*Scenes*”) for Producer’s brands and websites Vixen.com, Tushy.com, Blacked.com, BlackedRaw.com, TushyRaw.com, Deeper.com and Slayed.com (“*Brand*” or “*Brands*”). Performer agrees to make herself reasonably available to Producer throughout the Term of the Agreement and will not enter into any exclusive agreements that would prevent Performer from performing this Agreement. If Performer is not available on the date proposed by Producer to film a Scene, Performer will provide an alternative date within two weeks of Producer’s originally proposed date.

**2. Compensation.** As compensation for the Services, Producer agrees to pay Performer \$5,000 per boy-girl (which may include additional partners) Scene completed for the first ten (10) Scenes. If Performer opts to perform an anal scene during the Term of the Agreement, the rate shall remain \$5,000. In addition to the ten Scenes listed above, Producer may book and shoot Performer for girl-girl Scenes at a rate of \$1,500 per Scene. If Performer opts to perform in any additional boy-girl Scenes beyond the initial 10 agreed above, that rate shall be \$2,500 per additional Scene.

Agent shall receive a flat rate of \$100 per Scene completed by Performer.

**3. Nature of Services.** As part of the Services, Performer will appear nude and semi-nude in connection

with the creation of motion pictures and photographic content by Producer. Performer will perform multiple, explicit sexual acts, as set forth above in paragraphs 1 and 2. These sexual acts may include the use of sexual aids. Performer knowingly and willingly consents to rendering these services and understands the nature of the services this agreement requires her to perform. Producer will choose the performer(s) that Performer will perform with in the Scenes and each Scene's director.

**4. Hours and Obligations for Services.** Performer will provide the services on an as-needed basis, including nights, weekends, and holidays. Performer understands and agrees that the filming session during the Term of this agreement may take up to ten hours.

**5. Ownership; Copyright; Publicity.** Performer hereby grants Producer the worldwide, irrevocable, perpetual, right to photograph and re-photograph Performer (still and moving) and to record and re-record, double, and dub Performer's voice and performances, by any present or future methods or means, and to use and to license the use of Performer's approved name (including all stage names and aliases), approved biography, resume, signature, caricature, voice, and likeness (collectively, the "*name and likeness*") for and in connection with the creation of or the exploitation of the content created hereunder, including the promotion and advertising of the content in any media, throughout the universe, and in perpetuity. Producer will own the results and proceeds of Performer's Services under this agreement, including the copyrights of it. As the owner, Producer will have the worldwide, irrevocable, perpetual, exclusive right to use, license, and exploit the results and proceeds of Performer's Services—including all derivative works—in any manner, for any purpose, including the right to edit, televise, broadcast, record, publish, copy, print, sell, or distribute the content in any manner and in any medium, format, form, or forum, whether now known or later devised, without any further compensation than as specified in section 2. Performer acknowledges that the works created from the Services performed by Performer in performing this agreement constitute "works made for hire" under the United States Copyright Act of 1976 and, at all stages of development, the works will be and remain the sole and exclusive property of Producer. At Producer's sole discretion, Producer may make any changes in, deletions from, or additions to the works. If for any reason the results and proceeds of Performer's services under this agreement are determined not to be a work made for hire, Performer hereby irrevocably transfers and assigns to Producer all right, title, and interest in the work, including all copyrights, as well as all renewals and extensions to that work. Performer acknowledges Producer's sole ownership of all stage names, aliases, pseudonyms, characters, ideas, or other matters or materials that may be created during the term of this agreement. Performer will sign all documents that Producer may reasonably require to record and perfect its ownership rights. Performer will retain all rights in the stage name "Kenzie Anne" however during and after the term of this Agreement, Producer and Producer's assigns and licensees may use Performer's name and likeness. Performer hereby expressly waives and relinquishes to Producer any moral rights or "droit morale" in and to any content produced from the Services Performer provided under this agreement, including all of Performer's performances. Performer further hereby waives and relinquishes to Producer all right of publicity claims, invasion of privacy claims, defamation claims, sexual harassment claims, injuries (both physical and emotional), negligence, Intellectual Property, and any liability for and by virtue of blurring, distortion, alteration, and optical illusion. "**Intellectual Property**" means all rights, title, interest, and benefit of a party to this Agreement in intellectual property of every nature, whether registered or unregistered. Intellectual property includes trademarks, copyrights, patents, trade secrets, publicity rights, moral rights, rights against unfair competition, and any other rights commonly considered intellectual property.

**6. Credit.** Producer does not have an obligation to give Performer credit in advertising or publicity, but shall afford Performer customary performer credit in all content created under this Agreement.

## **7. Exclusivity and Appearance**

**7.1 Non-Exclusivity of Services.** During the Term of this Agreement, Performer will provide Services to Producer on a non-exclusive basis. However, Performer will afford Producer the right of first refusal for Performer's first anal scene ("First Anal Scene") and will not shoot an anal scene with any other producer or company until she has filmed the First Anal Scene with Producer or the Term has expired, whichever is first. Additionally, Performer will remain exclusive for anal only, for three months from the date that Producer shoots Performer's First Anal Scene in order for Producer to release and promote the Scene.

**7.2 Appearance.** Performer understands that Producer is entering into this Agreement with Performer based on Performer's current physical appearance, including the current measurements of Performer's body, level of physical fitness, hairstyle, and overall appearance of Performer's body. During the term of this Agreement, Performer will maintain Performer's physical appearance, and Performer will submit to the reasonable personal grooming requests of Producer, as such may be considered a norm in the adult entertainment industry. Performer acknowledges that if Performer should change her physical appearance during the term of this Agreement (including adding or subtracting tattoos or piercings) without first obtaining written permission by Producer, Producer may terminate this Agreement for Cause if the Parties cannot resolve the breach by agreement within 48 hours of the breach.

**8. Additional Services after Expiration of Agreement.** Performer will provide additional Services after expiration of this Agreement at Producer's reasonable request if Producer requires the additional Services in connection with retakes, added scenes, trailers, or changes to content initially created during the term of this Agreement.

**9. Use of Social Media.** Performer agrees during the Term of this Agreement to promote Producer's Brands and its affiliate Brands on her social media accounts including but not limited to Twitter, Instagram and any others reasonably requested by Producer to the best of her abilities, consistent with Performer's other professional photo shoots and media appearances. Performer will promote Producer's Brands at Producer's reasonable direction and under Producer's guidelines and recommendations including by promoting each Scene that Performer appears in when it is released.

Additionally, during the Term of this Agreement, Performer will not do any of the following without first obtaining written consent from Producer:

- post, tag, or comment on any photographs of anyone under 18-years old regardless of state of dress or context of the photographs; or
- post anything about a scene not yet released until notified in writing to do so.

**10. Health Testing.** Performer warrants and represents that to the best of Performer's knowledge, Performer is in good health and has no condition that would inhibit Performer's ability to perform or that would endanger Performer or any other person. If Producer requests, and at Producer's expense, Performer will immediately receive testing for HIV, hepatitis, COVID-19, or any other medical condition—mental or

physical—that may impact Performer’s ability to safely perform Performer’s duties under this Agreement. Additionally, each time Performer provides the Services contemplated by this Agreement, before providing the Services, Performer will provide Producer with documents disclosing the results of all health testing, which must have occurred within the immediately preceding 30-day period. Performer acknowledges that this information may reside in verifiable third party, HIPAA compliant databases. Producer will fully cover the testing costs.

**11. Non-Union Affiliation.** Producer states that she is not a signatory to the Screen Actors Guild collective bargaining agreement or any other union or guild agreement. Performer states that Performer is not a member of any union or guild that would prevent Performer from performing the services contemplated by this agreement.

**12. Independent Contractor Status.** Performer is an independent contractor. Performer will not be deemed an employee of Producer. Performer will be responsible for payment of all local, state, and federal taxes, including making self-employment tax payments. Producer will not be responsible for, nor will Producer withhold, local, state, federal, social security, Medicare, unemployment, disability, or any other kind of taxes. Performer will be responsible for providing Performer’s own disability and worker’s compensation plans for Performer’s own benefit. In addition, Performer represents that they do not meet the conditions as set forth in Assembly Bill 5 (A.B.5.) to be classified as an employee.

### **13. Term and Termination**

**13.1 Term.** The term of this Agreement (the “Term”) shall take effect from August 29, 2021 and last for twelve (12) months until August 29, 2022 (the “Expiration Date”).

**13.2 Termination.** Producer may terminate this Agreement at any time for Cause. “Cause” means Performer’s (1) material breach of this Agreement; (2) inability to meet Producer’s subjective artistic expectations; (3) failure to follow any framework; (4) violation of Producer’s rules; (5) violation of any applicable laws, rules, or regulations; or (6) failure to follow Producer’s directions; (7) unreasonable unavailability; (8) or as otherwise set forth throughout this Agreement. Unless otherwise terminated by Producer under this section 13, this Agreement will terminate on the expiration of the Term.

**13.3. Force Majeure Event.** The Term may be terminated by Producer upon notice to Performer if the performance of this Agreement or any obligations hereunder is prevented, restricted or interfered with by reason of fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, health risks, disease, law (including any federal, state, local or other governmental regulations, restrictive ordinances, statutes or by common law) lock-out, boycott, work stoppage, strikes (including but not limited to union/guild strikes), or labor controversy (including but not limited to threat of walkout, boycott, or strike) or any similar cause beyond the reasonable control of Producer (each, a “*Force Majeure Event*”). Producer shall, upon giving prompt notice to Performer, be excused from such performance during such prevention, restriction or interference, and any failure or delay resulting therefrom shall not be considered a breach of this Agreement. If such Force Majeure Event continues for a period of more than 60 days, Producer may terminate this Agreement by providing written notice to Performer. In the event of a termination due to a Force Majeure Event, Producer shall have no further obligations to Performer other than the obligation of Producer to pay any accrued obligations

hereunder.

**14. Ethics and Non-Disparagement.** Performer agrees to abide by the ethical policies and practices of Producer at all times during the term of this Agreement and, within the scope of applicable laws and regulations, to act in the best interests of Producer and abide by the highest ethical standards in performing the duties set forth in this Agreement. If at any time during the course of the Agreement, Performer is involved in any situation or occurrence which subjects Performer to public scandal, disrepute, widespread contempt, public ridicule, or which is widely deemed by members of the general public, to embarrass, offend, insult or denigrate individuals or groups, or that will tend to shock, insult or offend the community or public morals or decency or prejudice the Producer in general, then Producer shall have the right, in its sole discretion, to take any action it deems appropriate, including but not limited to terminating the production of the program. During and following the term of this Agreement Performer agrees not to, and, if applicable, shall cause its officers, managers, employees not to, make or encourage any disparaging or untruthful remarks or statements about Producer or its products, services, officers, directors, affiliates, or employees; provided that nothing in this Agreement shall prevent Performer from making truthful statements when required by law, court order, subpoena, or the like, to a governmental agency or body or in connection with any legal proceeding. Notwithstanding anything in this Agreement to the contrary, Producer may terminate this Agreement at any time without notice or penalty following Performer's breach of this Section 14.

**15. Confidential Information.** Performer agrees that all terms and conditions of this Agreement shall be maintained in strict confidence and shall not be disclosed to any third Parties unless compelled to disclose by appropriate court order or with Producer's approval. Additionally, Performer will keep confidential all Confidential Information. "*Confidential Information*" means any information or data of a party that that party disclosed to the other party, either directly or indirectly, whether in writing, orally, or by visual means, and which the disclosing party designates (either in writing or orally) as confidential, proprietary, or another similar designation. However, a disclosing party will not need to designate information or data as confidential information if the nature of the information makes it generally considered confidential commercially, which includes information that relates to: (1) trade secrets or know-how; (2) finance or accounting; (3) technology, research, or development; (4) internal processes or procedures; (5) business, operations, or planning of it; (6) sales or marketing strategies; (7) the terms of any agreement, and the discussions, negotiations, or proposals related to it, including this Agreement. "Confidential Information" also includes the legal names and addresses of actors and models appearing in the content. "Confidential information" does not include information that (1) is publicly available or in the public domain at the time disclosed; (2) is or becomes publicly available or enters the public domain through no fault of the receiving party; (3) is rightfully communicated to the receiving party by persons not bound by confidentiality obligations for that information; or (4) is already in the receiving party's possession free of any confidentiality obligations for that information at the time of disclosure. This section will survive the termination of this Agreement.

**16. Performer Representations and Warranties.** Performer represents and warrants that Performer is 18-years old or older, has the right to enter into this Agreement and to grant to Producer all rights granted in this Agreement, and that Performer has not entered into or will enter into any Agreement of any kind that will interfere in any way with the complete performance of this Agreement.

**17. Indemnification.** Performer will pay Producer for any loss of Producer's that is caused by Performer's reckless acts or intentional misconduct. But Performer need not pay to the extent that the loss was caused by Producer's reckless acts or intentional misconduct. "*Loss*" means an amount that a party is legally responsible for or pays in any form. Amounts include, for example, a judgment, a settlement, a fine, damages, injunctive relief, staff compensation, a decrease in property value, and expenses for defending against a claim for a loss (including fees for legal counsel, expert witnesses, and other advisers). A loss can be tangible or intangible; can arise from bodily injury, property damage, or other causes; can be based on tort, breach of contract, or any other theory or recovery; and includes incidental, direct, and consequential damages. A loss is "*caused by*" an event if the loss would not have occurred without the event, even if the event is not a proximate cause of the loss.

## 18. Dispute Resolution

18.1 ***In General.*** The Parties will attempt in good faith to resolve all disputes, disagreements, or claims between the Parties relating to this Agreement.

18.2 ***Mediation.*** If the Parties cannot settle a dispute through negotiation, the Parties will engage in nonbinding mediation before resorting to arbitration. The Parties will conduct mediation in Los Angeles County, California. Unless the Parties agree otherwise, the American Arbitration Association will administer the mediation according to its Commercial Mediation Procedures. Each Party will bear its own costs and expenses in mediation and the Parties will share equally between them all third-party mediation costs and expenses unless the Parties otherwise agree in a writing signed by the Party agreeing to bear the costs and expenses.

18.3 ***Arbitration.*** In the event that mediation between the Parties is unsuccessful, the Parties will settle any controversy or claim arising out of or relating to this Agreement, or the breach of it, by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. A single arbitrator will preside over the arbitration and issue a final award on all issues submitted to the arbitrator. The Parties will conduct the arbitration in Los Angeles County, California. The arbitrator's award will be final and binding on the Parties. Either party may file an action in a court of competent jurisdiction to: (1) enforce this provision; (2) obtain injunctive relief; or (3) enforce the arbitrator's award.

18.4 ***Waiver of Jury Trial.*** The Parties agree that as part of their consideration for this Agreement, they waive the right to a trial by jury for any dispute arising between the Parties related to the subject matter of this Agreement. The Parties further agree that this waiver will be enforceable up to and including the day that trial is to start, and even if the arbitration provisions of this section are waived.

18.5 ***Limited Time to Bring Claims.*** Unless otherwise required by applicable law without the possibility of contractual waiver or limitation, neither Party will bring legal action, regardless of form, arising out of (or related to) this Agreement or any transaction under it more than six months after the cause of action arose. After this time limit, any legal action arising out of this Agreement (or any transaction under it) and all respective rights related to any action lapse.

## 19. General Provisions

19.1 ***Entire Agreement.*** This Agreement makes up the sole Agreement of the Parties concerning its subject matter. It supersedes all earlier written or oral discussions, negotiations, proposals, undertakings, understandings, and agreements between the Parties concerning the transactions contemplated in this agreement. No party may use any of the earlier or contemporaneous negotiations, preliminary drafts, or previous versions of this Agreement leading up to its signature and not stated in this Agreement to construe or affect the validity of this Agreement. No conditions, definitions, representations, or warranties concerning the subject matter other than as expressly stated in this Agreement will bind either party. Each party acknowledges that no party made or relied on a representation, inducement, or condition not stated in this agreement.

19.2 ***Amendment.*** The Parties may amend this Agreement only by a written agreement of the Parties that identifies itself as an amendment to this Agreement.

19.3 ***Assignment and Delegation.*** Producer may assign this Agreement and the rights granted in it to any other person. Performer may not assign Performer's rights or delegate Performer's duties under this agreement because this Agreement is a personal service contract entered into in reliance on the singular personal skill, qualifications, and representations of Performer. Any purported assignment of rights or delegation of duties by Performer in violation of this provision is void.

19.4 ***Waiver.*** If either party fails to require the other to perform any term of this Agreement, that failure does not prevent the party from later enforcing that term. If either party waives the other's breach of a term, that waiver is not treated as waiving a later breach of the term. No waiver by any party of any of the provisions of this Agreement will be effective unless in writing and signed by the waiving party. No waiver will operate as a waiver regarding any failure, breach, or default unless expressly identified by the written waiver. The Parties may waive compliance with this provision in a writing signed by both Parties.

19.5 ***Severability.*** If a tribunal finds any term of this Agreement or the application of them to any person or circumstance unenforceable, the remainder remains fully enforceable.

19.6 ***Notices.*** All notices and other communications required or permitted under this Agreement must be in writing and must be delivered personally or sent by email, certified or registered mail, or by overnight courier, postage prepaid, to the party's address listed below:

Mackenzie Thoma a/k/a Kenzie Anne  
[misskenzieanne@gmail.com](mailto:misskenzieanne@gmail.com)  
4324 Promenade Way # 314,  
Marina Del Ray, CA 90282

VXN GROUP, LLC  
Attn: Emilie Kennedy  
[emilie@vixen.com](mailto:emilie@vixen.com)  
11271 Ventura Blvd. #717  
Studio City, CA 91604

A party may change this address by notice to the other party as stated in this Agreement. A notice is considered as having been given (1) on the day of personal delivery, or (2) two days after the date of mailing.

19.7 **Cumulative Remedies.** All rights and remedies provided in this Agreement are cumulative and not exclusive, and the assertion by a party of any right or remedy will not preclude the assertion by the party of any other rights or the seeking of any other remedies available at law, in equity, by statute, in any other Agreement between the Parties, or otherwise.

19.8 **Governing Law.** The Parties have signed and entered into this Agreement in the State of California. California law applies to this Agreement without regard for any choice-of-law rules that might direct the application of the laws of any other jurisdiction.

19.9 **Jurisdiction and Venue.** Each party irrevocably and unconditionally agrees that it will not bring any proceeding against any other party arising out of this Agreement in any forum other than Los Angeles County, California. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of Los Angeles County, California and agrees to bring any proceeding only in Los Angeles County, California.

19.10 **Enforcement Costs and Expenses.** If a party breaches this Agreement, the breaching party will reimburse the nonbreaching party for all actual legal fees and costs incurred in enforcing this Agreement.

19.11 **Performance Costs and Expenses.** Unless otherwise stated in this Agreement, each party will pay all of the costs and expenses that party incurs regarding this Agreement and the transactions it contemplates.

19.12 **Third-Party Beneficiaries.** This Agreement does not and is not intended to confer any rights or remedies on any person other than the Parties.

19.13 **Relationship of the Parties.** The Parties' relationship is that of independent contractors and not business partners. Nothing in this Agreement creates a partnership, joint venture, agency, franchise, or employment relationship between the Parties and the Parties expressly disclaim the existence of any of these relationships between them.

19.14 **Successors and Assigns.** This Agreement inures to the benefit of, and is binding on, the Parties and their respective successors and assigns. This section does not address, directly or indirectly, whether a party may assign its rights or delegate its performance under this Agreement.

19.15 **Further Assurances.** Each party will take any actions, or sign any documents, necessary to effect or facilitate the purpose of this Agreement.

19.16 **Voluntary Agreement.** The Parties have signed this Agreement voluntarily and for valid reasons, and in doing so do not and have not relied on any statement or promise by any other party, except those expressed in this Agreement. The Parties acknowledge and agree that they have carefully read this Agreement, discussed it with their attorneys or other advisors, understand all of the terms and conditions, and agree to be bound by it. The Parties have relied on the advice of their attorneys or other advisors about the terms and conditions of this Agreement, and waive any claim that the terms and conditions should be construed against the drafter.

19.17 **Corporate authority.** Each person signing this agreement on behalf of any corporate entity agrees that he or she has full authority to sign this Agreement on behalf of the entity and that party has taken all necessary actions. In addition, each corporate party agrees that this Agreement does not constitute a

violation or breach of that party's articles of incorporation, bylaws, or any other agreement or law by which that party is bound.

**19.18 Counterparts.** The Parties may sign this Agreement in any number of counterparts. The Parties deem each counterpart an original and all counterparts, when taken together, make up the same agreement.

**20. Usages.** In this Agreement, unless otherwise stated or the context otherwise requires, the following usages apply:

**20.1 Actions permitted under this agreement** may be taken at any time and from time to time in the actor's sole discretion.

**20.2 References to a statute** will refer to the statute and any successor statute, and to all regulations promulgated under or implementing the statute or successor, as in effect at the relevant time.

**20.3 References to numbered sections in this Agreement** also refer to all included sections. For example, references to section 6 also refer to sections 6.1, 6.1(A), etc.

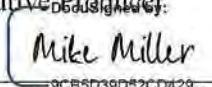
**20.4 In computing periods from a specified date to a later specified date,** the words "from" and "commencing on" (and the like) mean "from and including," and the words "to," "until," and "ending on" (and the like) mean "to but excluding."

**21. Signatures.** The Parties agree that they may deliver signatures on this Agreement by fax or electronically instead of an original signature and agree to treat fax or electronic signatures as original signatures that bind them to this Agreement.

The Parties signed this Agreement on the date listed on the first page.

**Producer:** **VXN GROUP, LLC**, a Delaware Limited Liability Company

By: Mike Miller, Executive Producer

Signature:  9CBSD39D82CD429...

Date: 7/13/2021

**Performer:** **MACKENZIE THOMA a/k/a KENZIE ANNE**, an individual

Signature:  1183CF222482413...

Date: 7/16/2021

## **EXHIBIT 27**



Reply to:  
Emilie Kennedy  
Emilie@vixen.com

September 28, 2022

Attn: Mackenzie Thoma a/k/a Kenzie Anne  
[misskenzieanne@gmail.com](mailto:misskenzieanne@gmail.com)  
4324 Promenade Way #314  
Marina Del Ray, CA 90282

Delivery via email

Re: Notice of Termination of Performance Agreement

Dear Ms. Thoma:

Please be advised that VIXN Group, LLC ("VIXN Group") is exercising its right to terminate its "Performance Agreement" with you and all associated addendums for cause in accordance with Paragraph 13.2 of the Agreement. This letter is to serve as notice pursuant to Paragraph 19.6 of the Agreement.

Paragraph 13.2 states:

**13.2 *Termination*.** Producer may terminate this Agreement at any time for Cause. "*Cause*" means Performer's (1) material breach of this Agreement; ... (7) unreasonable unavailability.

Paragraph 7.2 states that any body modifications by Performer can result in a material breach of the Agreement where Producer may terminate for cause.

VIXN Group is terminating the Agreement "for cause" because of your "material breach of this Agreement" by failing to perform the scenes as scheduled because you were receiving body modifications without notifying us, as well as your "unreasonable unavailability" which has forced VIXN Group to cancel planned shoots after it incurred costs, causing significant damages. To date, VIXN Group estimates it has incurred over \$50,000 in damages because of last minute scene cancellations by you.



Specifically, in June 2022, VVN Group planned its yearly showcase to feature you. The company contracted specific locations, had its writers create a customized script, began building intricate set designs and scheduled its directors, crew, and staff for five performances with you. Just days before the scheduled scenes, your agent notified us you were no longer able to perform because of body modifications you made immediately before the scheduled shoots without notifying us. To date, we have incurred non-refundable locations costs, missed the production window for the 2023 AVN Awards deadline, and have otherwise been unable to utilize the resources we committed to those performances.

Despite our losses, we agreed to give you another opportunity to fulfill the Agreement and on June 20, 2022 we entered into the Addendum extending the Agreement. We scheduled you for a BlackedRaw shoot on August 12, 2022. Unfortunately, again, your agent notified us of your inability to perform the scene just days before it was scheduled to take place, despite having known for some time you were likely to cancel. Again, we incurred damages for having to cancel at the last minute.

Because of the damages that have occurred from last minute cancellations and failure to commit to scheduled scenes, we no longer can risk scheduling any additional engagements between you and VVN Group. Your failure to appear on scheduled shoot dates and for specific projects constitutes a material breach and we are exercising our right to terminate the Agreement to avoid incurring additional damages.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

VVN GROUP, LLC

By: A handwritten signature in black ink, appearing to read "Emilie Kennedy".  
Emilie Kennedy

Cc: Mike Miller  
Motley Models

## **EXHIBIT 28**

1 UNITED STATES DISTRICT COURT

2 CENTRAL DISTRICT OF CALIFORNIA WESTERN DIVISION

3 \_\_\_\_\_  
4 MACKENZIE ANNE THOMA, A.K.A.

5 KENZIE ANNE, an Individual and  
6 on Behalf of All Others  
7 Similarly Situated,

8 Plaintiff,

9 v. Case No.

10 VZN GROUP, LLC, a Delaware 2:23.cv.04901  
11 Limited Liability Company and WLH (AGRx)  
12 MIKE MILLER, an Individual; and  
13 DOES 1 to 100, Inclusive,

14 Defendants.

15 \_\_\_\_\_  
16 DEPOSITION OF MACKENZIE ANNE THOMA

17 DATE: Tuesday, August 13, 2024

18 TIME: 10:36 a.m.

19 LOCATION: Veritext Legal Solutions  
20 707 Wilshire Boulevard, Suite 3500  
21 Los Angeles, CA 90017

22 OFFICIATED BY: John Canfield

23 JOB NO.: 6861393

24  
25  
Page 1

1                   Did you believe that you would have more  
2                   success in adult entertainment as opposed to mainstream  
3                   modeling?

4                   MS. COHEN: Objection. Vague as to  
5                   "success."

6 BY MR. BROWN:

7                   Q     Did you believe that you would have more  
8                   monetary success in the adult entertainment world as  
9                   opposed to the mainstream modeling world?

10                  A     Outside of monetization, I believed that I  
11                  could work more being in the adult entertainment  
12                  industry.

13                  Q     Outside of finances?

14                  A     Yes.

15                  Q     So to clarify, you're saying that you would be  
16                  able to work more hours in the adult entertainment  
17                  industry than you would in the modeling industry?

18                  A     No, sir. That is not what I said.

19                  Q     Can you clarify your answer?

20                  A     I was interested in having an appearance more  
21                  relevant.

22                  Q     I see. So in that sense you believed that you  
23                  would be more successful in adult entertainment because  
24                  you would be more visible to the public as opposed to in  
25                  mainstream modeling?

1 Q And what would be the reason that you no  
2 longer use those platforms?

3 A The reason to leave a platform is lack of  
4 traffic.

5 Q And when you say "lack of traffic," is it fair  
6 to say that you also mean lack of revenue?

7 A Yes, traffic equates to revenue.

8 Q Okay. Which of those platforms generates the  
9 most traffic for you?

10 A Over time it would be OnlyFans.

11 Q And prior to your work with Vixen how much  
12 revenue would you estimate that you made camming in a  
13 monthly period?

14 A Roughly 50,000 a month.

15 Q And this is prior to your starting to work  
16 with Vixen?

17 A Yes, sir.

18 Q Okay. And were you also camming during the  
19 time in which you were working with Vixen?

20 A No, sir because I was asked not to.

21 Q Who asked you not to?

22 A That would've been Mike Miller or whoever  
23 drafted up my contract with Vixen.

24 Q Whoever drafted the contract?

25 A Mh-hmm.

1 Q Did anyone else besides Sid Vision or Dave  
2 Rock or Ryan Kona influence you to bring this lawsuit?

3 A Yes, Vixen.

4 Q What's your relationship with Chris Applebaum?

5 A I have known Chris Applebaum -- I was probably  
6 22, 23. He is the owner of a website called Eats. It's  
7 just sexy girls eating food, and I had worked with him a  
8 lot.

9 Q How'd you first meet him?

10 A For a shoot where I ate ice cream.

11 Q And how did you come to be on that shoot?

12 A Through Instagram.

13 Q So did he see you on Instagram and solicit you  
14 to come for that shoot, or did it work the other way  
15 around?

16 A I don't remember.

17 Q Around what time would that have been?

18 A I mean the timeline of me being 22, my early  
19 twenties, I guess maybe like 2016.

20 Q Okay. Who directed your first scene with  
21 Vixen?

22 A Chris did under the name of Halston.

23 Q And did you play any part in Chris Applebaum  
24 being the director for your first Vixen scene?

25 A I am not sure.

1 Q Did you introduce Chris Applebaum to Vixen?

2 A I don't believe I was who introduced them.

3 Q Do you know the circumstances -- do you know  
4 what the circumstances were around Chris Applebaum being  
5 introduced to Vixen?

6 A I do not.

7 Q Do you still work with Chris Applebaum?

8 A I did a video shoot with Chris -- when did we  
9 do it? Maybe four months ago.

10 Q And do you enjoy working with Chris Applebaum?

11 A I do.

12 Q Do you think that Chris Applebaum would've  
13 been the director of your first scene with Vixen if you  
14 had not prior worked with Chris Applebaum?

15 MS. COHEN: Objection. Calls for  
16 speculation.

17 A The network of the industry that -- like  
18 floods very large and ambiguously. I don't know because  
19 I'm not sure how they met. And Chris is very popular on  
20 Instagram. Vixen also chooses different directors and  
21 videographers often. So I don't know how to answer that  
22 question for you.

23 Q Did you request that Chris Applebaum be the  
24 director for your first Vixen scene?

25 A I did not request it. I do believe I

1 suggested it.

2 Q To your knowledge, did Chris Applebaum -- had  
3 he directed a hardcore sex scene prior to your first  
4 scene with Vixen?

5 A I'm sorry, rephrase that.

6 Q To your knowledge, had Chris Applebaum been a  
7 director for a scene where two people are having sex  
8 prior to your first scene?

9 A I am not sure.

10 Q Do you know who Lauren Bonner is?

11 A I do know who Lauren Bonner is.

12 Q What is your relationship with Lauren Bonner?

13 A I don't have one.

14 Q Did you ever have a relationship with Lauren  
15 Bonner?

16 A She was a personal assistant on set.

17 Q A personal assistant to whom?

18 A To Chris.

19 Q To Chris. And when you say "onset," do you  
20 mean on each set?

21 A Yes.

22 Q Did you and Lauren ever work together?

23 A If by adjusting things I was wearing means  
24 working together, yes.

25 Q Did Lauren -- was Lauren around and working in

1           A     I initially just started Kenzieland without  
2     the knowledge of an LLC and just had a brand that I  
3     called my own. I was trying to make content that was  
4     digestible for many of its OnlyFans, and I wanted to  
5     have a professional camera instead of an iPhone for that  
6     content, to take amateur to a professional view.

7           Q     So Kenzieland was an idea or a thing before  
8     you actually incorporated Kenzieland, LLC?

9           A     Yes.

10          Q     Who came up with the concept for Kenzieland?

11          A     I did.

12          Q     And the concept -- can you talk about that a  
13     little bit more, like what the concept was for  
14     Kenzieland?

15          A     I marketed it as glamorously dirty. I wanted  
16     a glam detail of sexual acts on camera.

17          Q     And so how did you get Kenzieland off the  
18     ground? In other words, it started as an idea in your  
19     head to produce dirty glam. And how did you put that  
20     into motion?

21          A     I had hired Chris as my videographer to shoot  
22     my concepts.

23          Q     And when you say you hired Chris as your  
24     videographer, did you hire him as an employee, a partner  
25     of yours?

1           A     Again, at the time I didn't know much about  
2     the legal parts of that, so I just hired him out of  
3     pocket.

4           Q     Okay. And when we say Chris, we mean Chris  
5     Applebaum?

6           A     Yes, Chris Applebaum.

7           Q     And so to get Kenzieland -- to get this vision  
8     off the ground, you hired Chris Applebaum as your  
9     videographer?

10          A     Yes.

11          Q     And what was the first thing y'all did  
12     together under this banner of Kenzieland?

13          A     I don't recall.

14          Q     Is Kenzieland an ongoing thing?

15          A     Kenzieland website works. I had a guy create  
16     a website where I sell the videos that I made. So it  
17     does produce a small amount of revenue. I actually  
18     can't remember if I renewed that LLC this year.

19          Q     Who created the website for you?

20          A     What was his name? I can't think of his name  
21     right now.

22          Q     If you happen to remember, let me know any  
23     time.

24          A     Okay.

25          Q     So Kenzieland is an ongoing thing?

1           that you look?

2           A     Being the star of every film I did, yes.

3           Q     And what was the first movie that you created  
4         for Kenzieland?

5           A     I don't recall.

6           Q     Do you know when you might have made the first  
7         film for Kenzieland?

8           A     I do not.

9           Q     What role would you play in a typical  
10         Kenzieland film?

11          A     I did creative directing, which I also had  
12         hired Chris for, Chris Applebaum. I picked out what the  
13         wardrobe was, hair and makeup, location, and being in  
14         the film.

15          Q     So you were jack of all trades in this  
16         Kenzieland business?

17          A     Yes.

18          Q     You were creative director, stylists for -- I  
19         guess wardrobe, right? I assume that you weren't the  
20         actual stylist. Did you have makeup artists and things  
21         like that?

22          A     Yes.

23          Q     Would it be fair to say that you were the  
24         executive producer of Kenzieland films?

25          A     Yes.

1 misskenzieanne.com.

2 Q And how much do you sell the movies for?

3 A I honestly don't know.

4 Q And are the movies for sale outright? In  
5 other words, if I buy a movie on kenzieland.com, do I  
6 own that movie forever, or do I need to go to Kenzieland  
7 to watch it?

8 A I believe I did it so that you have to go to  
9 Kenzieland to watch it, but I -- I don't know that for  
10 sure.

11 Q Does Kenzieland obtain revenue via like a  
12 subscription service or is it per movie?

13 A It's per movie.

14 Q Okay. The money that you generated from  
15 Kenzieland movies, what did you put that -- did that  
16 money go back into Kenzieland, LLC? How was that money  
17 used?

18 A Almost all of the money for Kenzieland was  
19 either cut even based off of production costs or put  
20 into the next film.

21 Q Okay. And when you say, "production costs,"  
22 you mean paying the various people that were involved in  
23 the production of the movie?

24 A Yes.

25 Q And payment for the props and the wardrobe?

1 A Yes.

2 Q And payment for the locations?

3 A Yes.

4 Q I'm going to show you a list of movies  
5 produced under Kenzieland that I pulled from the  
6 internet adult film database. I'm going to introduce  
7 this as deposition Exhibit 1.

8 Does this list look accurate to you in terms  
9 of the titles of the movies and the year of production?

10 (Exhibit 1 was marked for  
11 identification.)

12 A To my knowledge, yes.

13 Q Okay. So it looks like there are 23 movies on  
14 here; is that correct?

15 A That's what it says.

16 Q But earlier you said that sometimes you break  
17 up a movie into separate parts, and that's why we might  
18 get something like we see on the exhibit, Maid 1, Maid  
19 2, and Maid 3?

20 A Yes.

21 Q Okay. Did you engage other performers to  
22 perform on Kenzieland movies?

23 A I did, yes, but they were not all sex.

24 Q Okay. So other performers beyond you  
25 performed in many of these movies?

1 A It would be -- I believe six, seven.

2 Q Seven of these movies?

3 A Yes.

4 Q Do you recall which ones?

5 A Kenzie and Jax, Maid 1, 2, and 3, The  
6 Sleepover, Vanna Bardot and Codey Steele.

7 Q Okay. And the year of production is accurate?

8 A I -- I believe so.

9 Q Okay. Did you enter into agreements with the  
10 performers who worked on the Kenzieland movies?

11 MS. COHEN: Objection. Calls for expert  
12 opinion, legal conclusion. Vague as to "agreements."  
13 BY MR. BROWN:

14 Q Did you enter into any written contracts with  
15 the performers who performed on the Kenzieland movies?

16 MS. COHEN: Same objections.

17 A No, I did not.

18 Q So just to be clear, for the performers that  
19 worked on these Kenzieland pictures with you, none of  
20 them did so pursuant to a signed agreement?

21 A We traded content.

22 Q Traded content?

23 A So when I filmed with them, they were also  
24 allowed to use what I produced to sell.

25 Q Did you pay any of the performers money --

1 A No.

2 Q -- in exchange for appearing in the Kenzieland  
3 movies?

4 A No.

5 Q And when you say you "traded content," can you  
6 be a little bit more specific in terms of what that  
7 exchange looked like?

8 A The outcome of video content produced in  
9 anything they were in, they get full legal rights too.

10 Q So in other words, if, let's take for example,  
11 Vanna Bardot and the Codey Steele Submit film, Vanna  
12 Bardot and Codey Steele have a full license to use that  
13 content any way they want?

14 A I sent it to them, yes.

15 Q And have they used that content?

16 A I have no idea.

17 Q And does the trade work both ways? In other  
18 words, did you perform in films for these performers and  
19 also have the ability to use that content as you saw  
20 fit?

21 A No.

22 Q So it's kind of a one-way trade in terms of  
23 you say, "Hey Vanna, come work on this film with me and  
24 in exchange you can just use this content for your own  
25 purposes"?

1 A Yes.

2 Q Are they able to monetize the content that  
3 they use, or are they just using it -- are they able to  
4 package it and sell it on their own?

5 A They're able to package and sell the content  
6 I've provided them to get revenue.

7 Q And the content that you provide them, is that  
8 the finished movie?

9 A Yes, and some behind the scenes. So iPhone  
10 things we -- photos we took.

11 Q And does this same thing -- does that same  
12 arrangement apply for the male actors as well?

13 A Yes.

14 Q So Jax Slayer -- just to be clear, you had no  
15 agreement with Jax Slayer to perform in the Kenzieland  
16 movies -- in other words, you had no written contract  
17 with Jax Slayer in connection with Kenzieland movies?

18 A No, I did not.

19 Q You had a written contract with Rob Piper  
20 pursuant to acting in Kenzieland movies?

21 A No, I did not. Where was Rob Piper?

22 Q Did Rob Piper perform in a Kenzieland movie?

23 A No, I don't believe he did.

24 Q No. Did Codey Steele perform in a Kenzieland  
25 movie?

1 A Yes, Codey Steele did.

2 Q And Codey Steele did not perform under a  
3 written agreement with you?

4 A No, he did not.

5 Q Okay. And was Jax Slayer paid any money in  
6 connection with his performance on the Kenzieland  
7 Worship video?

8 A No, he was not.

9 Q Was Codey Steele paid any money in connection  
10 with the Kenzieland video that he acted in?

11 A No, he was not.

12 Q Was Vanna Bardot paid any money in connection  
13 with the Kenzieland movie?

14 A No, she was not.

15 Q Was Charly Summer?

16 A No, she was not.

17 Q How about Kendra Sunderland?

18 A No, she was not.

19 Q Did Scarlett Scandal act in a Kenzieland movie  
20 with you?

21 A Oh, yeah. Scarlet was in a video. I don't  
22 think we ever released that video. I think we just took  
23 pictures. I -- yeah, I don't think that video ever came  
24 out.

25 Q Would that have been the Afternoon Delight

1 video or was that a solo video?

2 A I believe Afternoon Delight was solo. I don't  
3 know.

4 Q Okay.

5 A I'm not sure.

6 Q I'll just say these last names. But to your  
7 knowledge, did any of Kim Kerotika, Lily Andrews, or  
8 Ashley Lane act in Kenzieland videos?

9 A Ashley Lane.

10 Q She did?

11 A Yeah.

12 Q Did Lily Andrews act in any Kenzieland videos?

13 A Oh, yes. Lily Andrews was Sleepover Eats.

14 Q And did Kim Kerotika act with you in any  
15 Kenzieland movies?

16 A Oh, she did too. Yes. I don't remember which  
17 one that is.

18 Q And just to be clear, you didn't enter into a  
19 signed -- Kenzieland, LLC or you didn't enter into a  
20 signed agreement with Kim Kerotika or Lily Andrews or  
21 Ashley Lane?

22 A No, we did not.

23 Q Okay. So the products and service -- the  
24 products offered by Kenzieland, were they just movies?

25 A Okay. So now I'm remembering. I don't know

1 services to multiple companies.

2 MS. COHEN: I don't think that has  
3 anything to do with phase one.

4 BY MR. BROWN:

5 Q Are you going to abide by your Counsel's  
6 advice not to answer the question?

7 A I am.

8 Q So in 2022, were you really active as far as  
9 being an adult performer?

10 MS. COHEN: Objection. Vague.

11 A I was working often, yes. Yes, I was working  
12 a good amount at that point.

13 Q And what were you working on in 2022?

14 A Scenes.

15 Q And were these scenes for adult entertainment  
16 companies, studios?

17 A Yes, and myself.

18 Q And when you say yourself, do you mean  
19 Kenzieland movies, or do you mean content produced for  
20 your OnlyFans?

21 A I mean content produced for my OnlyFans.

22 Q Okay. And would it be fair to say that 2022  
23 was your most active year in performing as an adult film  
24 actress?

25 A Yes. I would say 2022 was my most active

1 year.

2 Q Did you do over a hundred scenes that year?

3 A I have no idea.

4 Q Would it have been over a hundred scenes to  
5 your knowledge?

6 A I have no idea.

7 Q Would it have been fewer than a hundred scenes  
8 to your knowledge?

9 A I have no idea.

10 Q But you were -- would you agree that you were  
11 pretty prolific during 2022?

12 A Can you define that word?

13 Q Prolific meaning very active, prolific  
14 meaning --

15 A So the same question again?

16 Q Sure. Would you say that you were prolific in  
17 2022?

18 A I -- I -- yes. It was my most active year as  
19 I stated earlier.

20 Q And did you get nominated for a lot of awards  
21 that year?

22 A "A lot" is an ambiguous term. I had some  
23 nominations.

24 Q What awards in general have you won for being  
25 an adult performer?

1       so confusing because I was on Euphoria playing a  
2       stripper and was totally naked, so mainstream ...

3           Q      I see what you're saying. But you performed  
4       on a television series that was aired on a major  
5       network, namely Euphoria; is that correct?

6           A      Yes.

7           Q      Okay. Are you a member of SAG-AFTRA?

8           A      No, but I have SAG credit, and I just have not  
9       created an account to be one because I like my insurance  
10      better.

11          Q      I see. Were you ever offered membership with  
12      SAG-AFTRA?

13          A      Yes.

14          Q      And how did that offer come about?

15          A      They -- they sent a letter in the mail with my  
16      -- I guess resume.

17          Q      And was the offer that SAG-AFTRA made to you  
18      to join that union, and was it related to some acting  
19      that you had done?

20          A      Yes.

21          Q      What was it related to?

22          A      It was hours spent on set for Euphoria, and  
23      I'm trying to think of what the other one was. It may  
24      have been a Jeep commercial. I don't remember.

25          Q      Do you recall what the letter from SAG-AFTRA

1 said?

2 A No.

3 Q But SAG-AFTRA basically told you that you were  
4 invited to join the union?

5 A Yes, that I qualified.

6 Q And you said that you decided not to join the  
7 union because you didn't like their insurance?

8 A SAG-AFTRA has like a fee you pay. There was a  
9 lot I didn't understand about it, and I just didn't  
10 really care to go through the paperwork.

11 Q Okay.

12 MS. COHEN: Counsel, we've been going  
13 about an hour since we got back from lunch. Are you  
14 okay with a few minutes break, five minutes?

15 MR. BROWN: I'm okay with a five minute  
16 break.

17 MS. COHEN: Great.

18 THE VIDEOGRAPHER: We are going off the  
19 record. The time is 2:37 p.m.

20 (Off the record.)

21 THE VIDEOGRAPHER: This is media six. We  
22 are going back on the record. The time is 2:48 p.m.

23 BY MR. BROWN:

24 Q I want to talk a little bit -- go back and  
25 talk a little bit more about Kenzieland for a second.

1 How would you attract customers or viewers for  
2 Kenzieland content?

3 A Through Instagram or Twitter.

4 Q And when you say through Instagram or Twitter,  
5 what would the actual engagement on those platforms look  
6 like in order to attract customers to Kenzieland?

7 A Posting a link that would take you directly to  
8 the site.

9 Q And you would use your personal social media  
10 accounts to do that? Or did Kenzieland have a separate  
11 social media account?

12 A Both. Kenzieland had a -- or Kenzieland had  
13 an Instagram and a Twitter, but it's inactive now. I  
14 mean they -- they exist, I guess. Inactive is the  
15 incorrect term. They haven't posted in years. I don't  
16 even think I have the Twitter handle anymore.

17 Q So you would post something on Twitter or  
18 Instagram -- let's just take for example Instagram.  
19 You're going to post some content that's going to  
20 attract -- the goal of it's to attract people to  
21 Kenzieland?

22 A Yes.

23 Q What does that Instagram post look like?

24 A I don't remember. Instagram flags everything,  
25 so more often than not it's an inappropriate photo. We

1           would.

2           Q       Just one last question on Kenzieland. Did you  
3       ever use any pictures or stills from Vixen content in  
4       the context of Kenzieland?

5           A       Not anything I recollect.

6           Q       Okay. Your contract with Vixen, was that a  
7       negotiated contract?

8           A       I did not get much back and forth except for  
9       fighting for my five-minute videos to be able to use my  
10      OnlyFans in some way.

11          Q       And was that successful?

12          A       I did get the five minutes. I was allowed to  
13      have that.

14          Q       Did someone negotiate the contract on your  
15      behalf?

16          A       There was a man named Eric Galen who I used as  
17      somebody on my behalf to do any negotiating. I didn't  
18      really know much about him. It was kind of just a lack  
19      of understanding any legal things for the industry. I  
20      was very fresh.

21          Q       How did you meet Eric Galen?

22          A       Through Chris Applebaum.

23          Q       Okay. And you said that he negotiated -- he  
24      negotiated other contracts besides the Vixen contract  
25      for you?

1 A No, just that one.

2 Q Did he provide any services to you beyond  
3 negotiating the Vixen contract?

4 A No.

5 Q Did Eric -- is it Galen or Galen?

6 A I always said Galen. Maybe I'm wrong. Galen,  
7 I guess there's -- I guess there's only one L.

8 Q Did Eric Galen ever discuss the Vixen contract  
9 with you?

10 A Yes, 'cause he was the one who was trying to  
11 get me my rates and what I had tried to negotiate, I  
12 guess in terms of my OnlyFans.

13 Q And when you say that he was trying to get you  
14 your rates, what do you mean by that?

15 A I didn't know what a debut cost was. I had no  
16 idea how much money I would be making. I'd never talked  
17 to anybody in the past. So I set my -- my first scenes  
18 high because I knew that they were an exclusive part of  
19 my coming out in the industry. So yeah, he got my first  
20 -- I believe, just my first two scene rates for me.

21 Q And so when you say that you wanted to set  
22 your first scene rates high, can you explain a little  
23 bit more what you mean by "first scene rates"?

24 A What I would be paid for my first job with  
25 Vixen.

1 Q And so the amount that you would be paid for  
2 your first job would be more than you would get paid on  
3 subsequent jobs with Vixen?

4 A I didn't know the difference.

5 Q And you relied on Eric Galen to navigate the  
6 negotiation for you?

7 A Yes.

8 Q Okay. Was there any part of the agreement  
9 that you did not understand when you were discussing the  
10 agreement with Eric Galen?

11 A There was a lot of it.

12 Q Do you recall what specific parts of the  
13 agreement you did not understand?

14 A No. I just don't really understand legal  
15 contracts in general. So the verbiage, I guess.

16 Q So would it be fair to say that you trusted  
17 Eric Galen to negotiate not just the rates in the  
18 contract, but all of the other requirements of the  
19 contract for you?

20 A Yes.

21 Q And do you know what Eric Galen does for a  
22 living?

23 A I do not.

24 Q Do you know who he works for?

25 A I do not.

1 outfit.

2 Q Did you participate in choosing that gown at  
3 all?

4 A I participated in trying on many gowns and  
5 pointing the stylist into what fit me better.

6 Q Did you play any role in the overall aesthetic  
7 of that first scene?

8 A No, I did not.

9 Q Did you -- I guess, were you happy that you  
10 were working with Emily Willis and Alina Lopez as part  
11 of your first scene?

12 A Yes, I was.

13 Q Was any part of you dissatisfied that you were  
14 working with Emily Willis and Alina Lopez on that first  
15 scene?

16 A No, it was one of my only Vixen scenes that I  
17 actually got to pick my actors. And last minute, one  
18 female was replaced with another one as well.

19 Q On that first scene?

20 A On that first scene.

21 Q So you said that you got to pick the actors  
22 for the first scene. You picked Emily Willis?

23 A I picked Emily Willis.

24 Q You did not pick Alina Lopez?

25 A I don't remember who I picked, but it was not

1 form?

2 A You want me to go over what I'm comfortable  
3 with when I'm getting fucked in front of you right now?

4 Q We don't have to, but I --

5 A Okay. Then I'm not going to answer that  
6 question.

7 Q Let's clarify. You were given a document that  
8 were basically your do's and don'ts?

9 A Yes.

10 Q And you were given documents that the other  
11 performers filled out with their do's and don'ts?

12 A Yes.

13 Q Okay. Did those documents tell you how to  
14 perform on camera?

15 A I don't believe so.

16 Q So would it be fair to say that you were not  
17 given a document that told you how to perform?

18 A Outside of -- I mean I was given scripts that  
19 had performance notes, yes.

20 Q When were you given the scripts?

21 A On set. Sometimes they were emailed the night  
22 before, maybe a week before, depending on when they  
23 finished the script, really.

24 Q Did you generally read the scripts?

25 A Yes. Always.

1 Q Always?

2 A Yeah.

3 Q Did you ever read a script, and you didn't  
4 like it?

5 A Yes.

6 Q What would you do if you didn't like the  
7 script?

8 A I would try to suggest something different to  
9 be done to whoever was directing that day.

10 Q Would you suggest it to them in an email or a  
11 phone call or when you got to set?

12 A When I got to set.

13 Q Was any director ever receptive to the changes  
14 that you wanted to make to the scripts?

15 A Typically, no. They were always set in how  
16 they wanted things done.

17 Q Did they listen to your complaints?

18 A If I said things out loud, I think there were  
19 ears listening, yes.

20 Q Were you ever forced to like reshoot a scene  
21 because the director didn't like your performance on a  
22 certain scene?

23 A I had been -- do you mean in the case of  
24 leaving and coming back?

25 Q I mean in the case of -- for example, they

1 shoot a scene, they wrap the shoot, some days later you  
2 get a call and say "We can't do this. We have to redo  
3 it." Did that ever happen?

4 A There were times where dialogue was pushed to  
5 other dates. So if it wasn't finished or we ran over --  
6 like, you know, we're sitting there at 4 a.m., like you  
7 would with Vixen sets, they would send us home and  
8 continue on another day.

9 Q The dialogue, right?

10 A The dialogue.

11 Q But they never said "Your performance acting  
12 isn't up to par, so we need to do a re-shoot of that"?  
13 Did that ever happen?

14 A No. I don't believe I ever had to redo a sex  
15 scene with Vixen.

16 Q Have you ever heard of General Media Systems,  
17 LLC?

18 A No.

19 Q Have you ever heard of Strike 3 Holdings, LLC?

20 A No.

21 Q I will introduce this as Exhibit Number 2.  
22 Have you ever seen this document before?

23 (Exhibit 2 was marked for  
24 identification.)

25 A I mean it looks similar to other -- I don't

1           A     Really closely after Kenzieland. I had  
2     realized that there's a lot of personal information when  
3     you have an LLC and that it should not be related to  
4     your business. So I had -- a lawyer at the time advised  
5     me to get a new LLC and sort of just stop using  
6     Kenzieland.

7           Q     And so what was the purpose behind forming  
8     Lola March, LLC?

9           A     The safety of where I lived and where I  
10    regulated.

11          Q     I see. So you wanted to use Lola March, LLC  
12    as a buffer between your personal information and  
13    business?

14          A     Yes.

15          Q     And what did Lola March, LLC do?

16          A     It served as a method for people to pay me so  
17    I could do my taxes as an independent contractor.

18          Q     Are you familiar with the term "loan out  
19    company"?

20          A     No.

21          Q     Okay. Is Lola March still active?

22          A     Yes.

23          Q     Did Lola March to your knowledge file a  
24    separate tax return?

25          A     Yes.

1 A Yes, I did.

2 Q And what was the result of that? Did Vixen  
3 give you the opportunity to not perform the scene?

4 A No. In fact, they tried to convince me it was  
5 the -- I was not thinking of the right person when I had  
6 the man's name and photo in front of me.

7 Q Okay. And ultimately because of those actions  
8 of Vixen, would you say -- what happened? Did you  
9 perform the scene with that person that was on the no  
10 list?

11 A I did perform with him.

12 Q So I just want to ask you a couple of  
13 questions about the LLCs that were discussed earlier.  
14 So earlier Mr. Brown had asked you about Kenzieland, do  
15 you recall?

16 A Yes.

17 Q Okay. Was Kenzieland ever an LLC?

18 A Kenzieland became an LLC after I became a  
19 Vixen contract star. I --

20 Q Sorry, I didn't hear the middle of that.

21 A So Kenzieland became an LLC after I had become  
22 a Vixen contract star. I ran Kenzieland my business --  
23 I ran Kenzieland my business without an LLC because I  
24 didn't know any better and it was recommended to me to  
25 continue to work to have an LLC. And that was where

1 right? What kind of ideas did Mike Miller -- well first  
2 of all, did you see Mike Miller present his ideas?

3 A Yes. He would be on set having -- having --  
4 putting and suggesting how we set up props, backdrops,  
5 lighting.

6 Q Okay. And ultimately the director was in  
7 charge of those things; right? They were suggestions to  
8 the director on set?

9 A The director had no say over Mike Miller.

10 Q Okay. And how many times during the time you  
11 worked there was Mike Miller there on set?

12 A I'm not sure of the number, but I can think of  
13 more than five times.

14 Q Okay. And how many scenes did you produce --  
15 or how many days did you work for -- during the period  
16 you worked for Vixen, how many days did you work?

17 A I don't know that number.

18 Q Okay. Would you say it's more than a hundred?

19 A No.

20 Q More than 50?

21 A No.

22 Q Okay. I'm sure the call sheets will tell us.

23 Now your booker, Ryan Murphy, did he tell  
24 Vixen what days you were available to work and what days  
25 you weren't?

1 A Yes.

2 Q Okay. And so you had complete discretion as  
3 to what days you were going to work; right?

4 A Yes.

5 Q And you also gave them a list of people that  
6 you didn't want to work with, except possibly on the  
7 occasion of the Turks and Caicos event, that was  
8 honored; correct?

9 A No, that's not correct. I was not able to  
10 choose my performers except for the first two shoots.  
11 Moving forward I had -- my agents had a no list.

12 Q I understand that.

13 MR. KANE: And I'm going to strike that  
14 as nonresponsive.

15 BY MR. KANE:

16 Q My question was the no list was honored except  
17 for the one time you said that Turks and Caicos there  
18 was a problem with it; correct?

19 MS. COHEN: Objection. Misstates the  
20 testimony.

21 A Yes. My -- I was dishonored by having my no  
22 list not respected in Turks and Caicos.

23 Q Okay. But all other occasions you worked the  
24 no list was honored; correct?

25 A I am not sure 'cause I never saw my agent's no

1 outfit.

2 Q Did you participate in choosing that gown at  
3 all?

4 A I participated in trying on many gowns and  
5 pointing the stylist into what fit me better.

6 Q Did you play any role in the overall aesthetic  
7 of that first scene?

8 A No, I did not.

9 Q Did you -- I guess, were you happy that you  
10 were working with Emily Willis and Alina Lopez as part  
11 of your first scene?

12 A Yes, I was.

13 Q Was any part of you dissatisfied that you were  
14 working with Emily Willis and Alina Lopez on that first  
15 scene?

16 A No, it was one of my only Vixen scenes that I  
17 actually got to pick my actors. And last minute, one  
18 female was replaced with another one as well.

19 Q On that first scene?

20 A On that first scene.

21 Q So you said that you got to pick the actors  
22 for the first scene. You picked Emily Willis?

23 A I picked Emily Willis.

24 Q You did not pick Alina Lopez?

25 A I don't remember who I picked, but it was not

her.

Q And what happened with the other performer  
that you wanted to use?

A I have no idea.

Q      Was -- okay. And Chris Applebaum directed that scene?

A Yes, he directed it.

Q      Was there anybody else that worked on that scene that you worked with prior to working with Vixen?

A        Oh, my makeup artist. I -- I brought Stacy Salazar

Q Okay. And when you say you "brought her," did she show up unannounced with you, or did you say, "Hey, I want to use Stacy"?

A I said, "Hey, I want to use Stacy."

Q Okay. When you were performing with Vixen generally, did anyone ever give you any documents that guided you on how to perform intercourse on camera?

A We were given consensual lists to tag what other performers were okay with.

Q I see. So a consensual list, like they would give you a document that says, "Tell us what you're okay with and what you're not okay with?"

A Mm-hmm.

Q Do you recall what you would've put on that

1 form?

2 A You want me to go over what I'm comfortable  
3 with when I'm getting fucked in front of you right now?

4 Q We don't have to, but I --

5 A Okay. Then I'm not going to answer that  
6 question.

7 Q Let's clarify. You were given a document that  
8 were basically your do's and don'ts?

9 A Yes.

10 Q And you were given documents that the other  
11 performers filled out with their do's and don'ts?

12 A Yes.

13 Q Okay. Did those documents tell you how to  
14 perform on camera?

15 A I don't believe so.

16 Q So would it be fair to say that you were not  
17 given a document that told you how to perform?

18 A Outside of -- I mean I was given scripts that  
19 had performance notes, yes.

20 Q When were you given the scripts?

21 A On set. Sometimes they were emailed the night  
22 before, maybe a week before, depending on when they  
23 finished the script, really.

24 Q Did you generally read the scripts?

25 A Yes. Always.

1 Q Always?

2 A Yeah.

3 Q Did you ever read a script, and you didn't  
4 like it?

5 A Yes.

6 Q What would you do if you didn't like the  
7 script?

8 A I would try to suggest something different to  
9 be done to whoever was directing that day.

10 Q Would you suggest it to them in an email or a  
11 phone call or when you got to set?

12 A When I got to set.

13 Q Was any director ever receptive to the changes  
14 that you wanted to make to the scripts?

15 A Typically, no. They were always set in how  
16 they wanted things done.

17 Q Did they listen to your complaints?

18 A If I said things out loud, I think there were  
19 ears listening, yes.

20 Q Were you ever forced to like reshoot a scene  
21 because the director didn't like your performance on a  
22 certain scene?

23 A I had been -- do you mean in the case of  
24 leaving and coming back?

25 Q I mean in the case of -- for example, they

1 shoot a scene, they wrap the shoot, some days later you  
2 get a call and say "We can't do this. We have to redo  
3 it." Did that ever happen?

4 A There were times where dialogue was pushed to  
5 other dates. So if it wasn't finished or we ran over --  
6 like, you know, we're sitting there at 4 a.m., like you  
7 would with Vixen sets, they would send us home and  
8 continue on another day.

9 Q The dialogue, right?

10 A The dialogue.

11 Q But they never said "Your performance acting  
12 isn't up to par, so we need to do a re-shoot of that"?  
13 Did that ever happen?

14 A No. I don't believe I ever had to redo a sex  
15 scene with Vixen.

16 Q Have you ever heard of General Media Systems,  
17 LLC?

18 A No.

19 Q Have you ever heard of Strike 3 Holdings, LLC?

20 A No.

21 Q I will introduce this as Exhibit Number 2.  
22 Have you ever seen this document before?

23 (Exhibit 2 was marked for  
24 identification.)

25 A I mean it looks similar to other -- I don't

1           A     Really closely after Kenzieland. I had  
2     realized that there's a lot of personal information when  
3     you have an LLC and that it should not be related to  
4     your business. So I had -- a lawyer at the time advised  
5     me to get a new LLC and sort of just stop using  
6     Kenzieland.

7           Q     And so what was the purpose behind forming  
8     Lola March, LLC?

9           A     The safety of where I lived and where I  
10     regulated.

11          Q     I see. So you wanted to use Lola March, LLC  
12     as a buffer between your personal information and  
13     business?

14          A     Yes.

15          Q     And what did Lola March, LLC do?

16          A     It served as a method for people to pay me so  
17     I could do my taxes as an independent contractor.

18          Q     Are you familiar with the term "loan out  
19     company"?

20          A     No.

21          Q     Okay. Is Lola March still active?

22          A     Yes.

23          Q     Did Lola March to your knowledge file a  
24     separate tax return?

25          A     Yes.

1 Q Did you sign that tax return?  
2 A If we're talking about 2021, I'm not sure.  
3 Q Any tax year?  
4 A Yes.  
5 Q Okay. Did Lola March take business deductions  
6 to your knowledge?  
7 A No. Business deductions like write-offs?  
8 Q Yeah.  
9 A Yes.  
10 Q What kind of write-offs?  
11 A Things such as --  
12 MS. COHEN: Actually, hold on a second.  
13 That's -- I'm going to instruct my client not to answer,  
14 financial privacy.  
15 BY MR. BROWN:  
16 Q So Lola March did take business deductions?  
17 A Yes.  
18 Q Did you take business deductions in connection  
19 with Lola March, LLC related to the work that you  
20 performed for Vixen?  
21 A I do not know.  
22 Q Okay. What jurisdiction was Lola March formed  
23 in?  
24 A Does that mean what -- what state?  
25 Q Yes.

1 A Yes, I did.

2 Q And what was the result of that? Did Vixen  
3 give you the opportunity to not perform the scene?

4 A No. In fact, they tried to convince me it was  
5 the -- I was not thinking of the right person when I had  
6 the man's name and photo in front of me.

7 Q Okay. And ultimately because of those actions  
8 of Vixen, would you say -- what happened? Did you  
9 perform the scene with that person that was on the no  
10 list?

11 A I did perform with him.

12 Q So I just want to ask you a couple of  
13 questions about the LLCs that were discussed earlier.  
14 So earlier Mr. Brown had asked you about Kenzieland, do  
15 you recall?

16 A Yes.

17 Q Okay. Was Kenzieland ever an LLC?

18 A Kenzieland became an LLC after I became a  
19 Vixen contract star. I --

20 Q Sorry, I didn't hear the middle of that.

21 A So Kenzieland became an LLC after I had become  
22 a Vixen contract star. I ran Kenzieland my business --  
23 I ran Kenzieland my business without an LLC because I  
24 didn't know any better and it was recommended to me to  
25 continue to work to have an LLC. And that was where

1 A Yes.

2 Q Okay. And so you had complete discretion as  
3 to what days you were going to work; right?

4 A Yes.

5 Q And you also gave them a list of people that  
6 you didn't want to work with, except possibly on the  
7 occasion of the Turks and Caicos event, that was  
8 honored; correct?

9 A No, that's not correct. I was not able to  
10 choose my performers except for the first two shoots.  
11 Moving forward I had -- my agents had a no list.

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13 MR. KANE: And I'm going to strike that  
14 as nonresponsive.

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17 for the one time you said that Turks and Caicos there  
18 was a problem with it; correct?

19 MS. COHEN: Objection. Misstates the  
20 testimony.

21 A Yes. My -- I was dishonored by having my no  
22 list not respected in Turks and Caicos.

23 Q Okay. But all other occasions you worked the  
24 no list was honored; correct?

25 A I am not sure 'cause I never saw my agent's no

## **EXHIBIT 29**

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION

MACKENZIE ANNE THOMA, )  
a.k.a. KENZIE ANNE, an )  
individual and on behalf )  
of all others similarly )  
situated, )  
Plaintiff, ) Case No.  
v. ) 2:23-cv-04901 WLH (AGRx)  
)  
VXN GROUP LLC, a )  
Delaware limited )  
liability company; )  
STRIKE 3 HOLDINGS, LLC, )  
a Delaware limited )  
liability company; )  
GENERAL MEDIA SYSTEMS, )  
LLC, a Delaware limited )  
liability company; MIKE )  
MILLER, an individual; )  
and DOES 1 to 100, )  
inclusive, )  
Defendants. )

VIDEOTAPED DEPOSITION OF RYAN GERONA MURPHY  
Las Vegas, Nevada  
Monday, July 22, 2024  
10:09 a.m.

Reported by: Jill E. Shepherd, RPR, NV CCR 948  
Job No. 6814499; Firm No. 068F

1                   you involved in the negotiations for her different  
2                   shoots?

3                   MS. COHEN: Objection, overbroad. Vague  
4                   and ambiguous.

5                   A. Can you rephrase that? In -- like, what do  
6                   you mean by "negotiations"?

7                   BY MR. KANE:

8                   Q. Sure.

9                   Well, did you communicate with VXN about  
10                  money, for example?

11                  MS. COHEN: Same objections.

12                  A. I mean, yeah; we had a rate and that's what  
13                  we discussed.

14                  BY MR. KANE:

15                  Q. So you would discuss the rate with VXN?

16                  A. Um-hum.

17                  Q. Okay.

18                  And is it correct that during the time that  
19                  Kenzie Anne worked for VXN, she also worked for  
20                  other companies?

21                  MS. COHEN: Objection. Calls for a legal  
22                  conclusion, expert opinion. Vague, ambiguous,  
23                  overbroad.

24                  A. Yes.

25                  BY MR. KANE:

1 Q. Okay.

2 What other companies did she work for?

3 MS. COHEN: Same objections.

4 A. I can't fully name all of them off the top  
5 of my head.

6 BY MR. KANE:

7 Q. Any of that come to mind?

8 MS. COHEN: Same objections.

9 A. I mean --

10 MS. COHEN: Calls for speculation.

11 MR. KANE: Okay. Counsel, I'll give you a  
12 standing objection so you don't have to state it  
13 every single time. Let's go forward.

14 MS. COHEN: Counsel, I'll just make my  
15 objections. And if you have an issue with it, we  
16 can meet and confer.

17 MR. KANE: Okay. If it continues for the  
18 next five minutes, we'll call the magistrate judge.

19 MS. COHEN: Fine with me.

20 BY MR. KANE:

21 Q. All right.

22 So who did you negotiate with on behalf of  
23 Kelsey Anne -- of Kenzie Anne during the time that  
24 she was also providing services to VZN?

25 MS. COHEN: Same objections.

1           A. I mean, I can't fully -- without a record  
2           in front of me, which I no longer have access to, I  
3           can't fully answer that question.

4           BY MR. KANE:

5           Q. More than one?

6           A. Yeah.

7           Q. More than five?

8           A. I -- like I said, without a full record in  
9           front of me, I can't -- and I do not have access to  
10          those records, I can't answer that question.

11          Q. Okay.

12                 But you have a recollection of negotiating  
13          on her behalf other entities for her services,  
14          correct?

15          A. Correct.

16          Q. And can you -- as you sit here today, can  
17          you give me an estimate -- not give me the names,  
18          but estimate of the other engagements she had while  
19          she was working for Vixen Media Group?

20          A. That stated, without a full record in front  
21          of me, which I no longer have access to, I can't  
22          answer that question. I don't -- with any type  
23          of -- any answer would be vague and may not be fully  
24          truthful; so I can't answer that question.

25          Q. Okay.

1 Now, I don't need you to be truthful 100  
2 percent accurate, but if you have a recollection,  
3 I'm entitled to your best estimate.

4 Do you think it is more than five?

5 A. I --

6 MS. COHEN: Hold on.

7 Objection. Asked and answered.

8 A. I don't recall.

9 BY MR. KANE:

10 Q. Okay.

11 Does Brazzers, is that a company she worked  
12 for?

13 MS. COHEN: Objection. Vague.

14 A. I mean, yes.

15 BY MR. KANE:

16 Q. Okay.

17 MindGeek?

18 A. That's the same as Brazzers.

19 MS. COHEN: Same objections.

20 (Reporter clarification.)

21 A. Yes.

22 BY MR. KANE:

23 Q. Okay.

24 Jules Jordan?

25 A. Yes.

1 Q. Luxury Companion?

2 A. I am not aware of that.

3 Q. Wicked Pictures?

4 A. Yes.

5 Q. Okay.

6 So that's at least three.

7 Now, when you were representing Kenzie Anne  
8 in her dealings with Vixen Media Group, did Vixen  
9 Media Group dictate the dates or did Kenzie Anne say  
10 when she was available?

11 A. In the scope of booking, they would ask for  
12 available dates, and I would give them, and they  
13 would choose the date.

14 Q. Okay.

15 But it wasn't, like, we want her on  
16 November 11th and she has to show up on that date,  
17 correct?

18 A. That has happened, yes.

19 Q. Okay.

20 Was that after the date was agreed upon?

21 A. No. No. Not -- those were -- there were  
22 times in which, yes, they were agreed-upon dates.  
23 There was other times in which we need Kenzie Anne  
24 on this date.

25 Q. Okay.

1                   And do you have any awareness or knowledge  
2                   of how much time in the booked day that the still  
3                   photo shoot to promote an adult film would take? Is  
4                   it 10 percent of the day? Is it 75 percent of the  
5                   day?

6                   A. I never wanted to be on set interfering or  
7                   being in that position, so I couldn't tell you.

8                   Q. Okay.

9                   Now, you also handled Kenzie Anne's photo  
10                  shoots, correct?

11                  A. Yes.

12                  Q. Her scenes, as we called them?

13                  A. Yes.

14                  Q. Her appearances?

15                  A. Yes.

16                  Q. Okay.

17                  And is there any other category of booking  
18                  that I've left out?

19                  A. I mean, anything to do with anything within  
20                  the adult and mainstream entertainment industry; so  
21                  just all per bookings mostly in general.

22                  Q. Right.

23                  And the bookings with, like, MindGeek and  
24                  Gamma are all handled the same way?

25                  A. Yes.

1 Q. Are you aware she went to the labor  
2 commissioner?

3 A. Yes.

4 Q. Okay.

5 And you're aware that the labor  
6 commissioner validated her contract?

7 A. Somebody did send that to me. But I didn't  
8 care, to be honest with you. I was so far out. I  
9 want nothing else to do with this industry anymore.

10 Q. Okay.

11 And did you -- who was the person that sent  
12 it to you?

13 A. It was a personal friend of mine.

14 Q. Okay.

15 Is that person in the industry?

16 A. No.

17 Q. Okay.

18 Going back to Kenzie Anne, did she consider  
19 herself to be a professional actress?

20 A. To be honest, they all did.

21 Q. Okay.

22 And in Kenzie Anne's case, didn't she book  
23 a role on the show Euphoria?

24 A. Yeah, I booked that role for her.

25 Q. Excellent. Good job.

1 I bet she was very excited about that.

2 A. She was, yeah.

3 Q. Okay.

4 And, you know, I believe that's listed on  
5 her IMDb?

6 A. Correct.

7 Q. Okay.

8 MR. KANE: Can you pull up the IMDb?

9 BY MR. KANE:

10 Q. While we're doing that I'm going to ask you  
11 another question.

12 While you were working with Kenzie Anne,  
13 did she ever decline an engagement?

14 A. Like work?

15 MS. COHEN: Objection. Vague.

16 BY MR. KANE:

17 Q. Yes.

18 A. Without the record in front of me, I don't  
19 know, but I'm sure she did. Everybody had a right  
20 to decline any type of -- any type of booking.

21 Q. And did she ever do that, that you are  
22 aware of, because she didn't like the male talent  
23 involved?

24 A. I mean, these women are using their bodies,  
25 if they are uncomfortable with the person that they

1                   are supposed to be engaged in sexual contact with,  
2                   they can say no.

3                   Q. Right. That's understood.

4                   And when she worked at VXN, the same policy  
5                   applied, correct?

6                   A. Yes.

7                   Q. Okay.

8                   And if she didn't like a director, she  
9                   could decline an engagement; is that correct?

10                  A. If she didn't like a director? I mean,  
11                  if -- it's by the same thing, her body, all talents'  
12                  bodies, if they didn't like somebody that was on  
13                  set, they could decline to shoot, yeah.

14                  Q. Okay.

15                  And if they didn't like the plot, that was  
16                  also another reason they could decline?

17                  A. There was some pretty bad things that were  
18                  put in these scenes; and if they did not agree with  
19                  them, then yes, they could decline that, that  
20                  situation.

21                  Q. Okay.

22                  And the same go for the location?

23                  A. Unsafe locations, yes.

24                  Q. Okay.

25                  And -- okay.

1 Now, I'm going to show you what I want to  
2 mark as Exhibit 1.

3 (Exhibit 1 marked.)

4 MR. KANE: I want to give a copy to your  
5 counsel before we go on just in case she has any  
6 concerns about --

7 MS. COHEN: Thank you.

8 BY MR. KANE:

9 Q. Are you familiar with IMDb?

10 A. Yes.

11 Q. What is IMDb?

12 A. It's the Internet movie database.

13 Q. And, you know, Kenzie Anne has a profile?

14 A. Um-hum.

15 Q. Is that what Exhibit 1 is?

16 A. Yes.

17 Q. Okay.

18 And it lists her as an actress, correct?

19 A. Um-hum.

20 Q. It has a bunch of credits.

21 Could you just look through the credits on  
22 there, and it lists a number of films that she was  
23 in?

24 A. Okay.

25 Q. And -- because we talked earlier about, you

1 know, the different companies that she worked for.

2 And number 1, does anything on there strike  
3 you as something she didn't do?

4 A. A lot of these IMDb pages are made by fans.  
5 I have a fan that made a IMDb page for me. So, you  
6 know, a lot of stuff that they put on there is not  
7 verified a lot of the times. So, I mean, by looking  
8 at some of the stuff, yes, like VXN, Deeper. You  
9 know, yeah. But the titles of the movies, I had no  
10 idea, outside of if the company's listed, such as  
11 Naughty America. But that's it. I don't know.

12 So I can't verify the accuracy of the IMDb  
13 page.

14 Q. Okay. All right.

15 But the things that were for VXN on the  
16 page, you are pretty confident of?

17 A. I mean, I know she obviously -- we're here,  
18 so yes, I do know that she worked for VXN. But,  
19 like, a lot of these are much -- titles of movies  
20 that, you know, I have no idea.

21 Q. Right.

22 But the Euphoria episode, that one you can  
23 verify because you booked that engagement?

24 A. Oh, yeah, anything mainstream obviously,  
25 you know, that's on there.

1 Q. Right.

2 Did she have aspirations of going  
3 mainstream?

4 A. You know, eventually. I mean, they all  
5 kind of want to, if they have the ability to. I did  
6 believe that Kenzie had the ability to. But, you  
7 know, in regards to, like, that's her eventual goal,  
8 I can't recall at that point.

9 Q. Okay.

10 Was Motley Models Kenzie Anne's exclusive  
11 agent during the period that she was with Motley  
12 Models?

13 A. Yes.

14 Q. Do you know if she did any work as an adult  
15 actress outside of the work procured by Motley  
16 Models?

17 MS. COHEN: Objection. On calls for expert  
18 opinion, legal conclusion. Calls for speculation.

19 A. I can't answer that.

20 BY MR. KANE:

21 Q. Okay.

22 Did you ever procure work for Kenzie Anne  
23 outside of the Motley Models brand?

24 A. Meaning -- can you rephrase that?

25 Q. Sure. Thank you for listening to what I

1 Q. Okay.

2 So there were times where she was not  
3 working during the 14 hours?

4 A. Well, I mean, it's just like any movie set.  
5 You know, we're working mainstream where there's a  
6 lot of hurry up and waiting. It's the same thing;  
7 camera setups, changes, photo shoots, rearranging of  
8 the sets, dialogue, which is part of the scene.

9 But, you know, just like when she was  
10 booked with Euphoria, she was paid overtime for the  
11 two days on the shoot because they went over and  
12 that was automatic and that was something she  
13 obviously asked for.

14 Q. It was automatic in her contract?

15 A. If that's how they paid, it was -- you  
16 know, after eight hours they paid time and a half.  
17 That was automatic, when you're on a mainstream set.

18 Q. Okay.

19 And that's because they have a collective  
20 bargaining agreement, correct?

21 A. Correct.

22 MS. COHEN: To that last question,  
23 objection, calls for expert opinion, legal  
24 conclusion.

25 MR. KANE: Okay.

1           Q. Then he asked you where she is. Apparently  
2           she's in Hawaii.

3           A. Yeah.

4           Q. So they accept when she's not available; is  
5           that fair to say?

6           A. I mean, they kind of have to if she's not  
7           in town.

8           Q. Right.

9                   But it's not like an angry face, it's just  
10                  a straight line happy face?

11           A. Yeah. I mean -- yeah.

12           Q. Okay.

13                   It says here -- and we're looking at 007 --  
14                  midway down the page, "Fuck, was Emily 20 or  
15                  21st...my calendar is fucked."

16                   What were you referring to?

17           A. (No audible response.)

18           Q. 007. There's --

19           A. No, I'm looking. I don't even recall.

20                   This is with a different model. This is with Emily  
21                  Willis.

22           Q. Okay.

23                   Well, going up to here, "...November  
24                  availability, please."

25                   You see you provided dates?

1                   And so do you keep in touch with any of the  
2 models -- I'm sorry -- any of the talent from Motley  
3 Models since you left there?

4                   A. Very, very, small few.

5                   Q. Okay.

6                   And how do you communicate with them?

7                   A. You know, I rarely communicate with  
8 anybody. But phone call, text.

9                   Q. Okay.

10                  So you would expect that that sort of stuff  
11 would be in your text messages?

12                  A. I mean -- but, yeah, we don't talk about  
13 work. We don't talk about -- you know, the people  
14 that I talk with are my friends and, like I said,  
15 maybe three at this point, and we just -- you know,  
16 we talk about life; we talk about how things are  
17 going, maybe make plans to see each other. You  
18 know, that's how it works.

19                  Q. Okay.

20                  Is Kenzie one of those people?

21                  A. Not really directly as much as we used to,  
22 no.

23                  Q. Well, how many times have you communicated  
24 with Kenzie this year?

25                  A. Maybe less than a handful.

1                   And if she hadn't done that, do you believe  
2                   that they would have terminated her contract?

3                   A. I mean, at that time of these dates right  
4                   here, she was not under any type of contract. There  
5                   was no exclusive or nonexclusive contract with her  
6                   at these times of these dates.

7                   A lot of times it would be Mike Moz doing  
8                   it as a favor for me, you know; or, you know, she  
9                   has to understand this is a huge, huge thing right  
10                  now that we're trying to put together. I got this  
11                  other model that's coming in from maybe overseas or  
12                  I got this big-named model talent that's coming in,  
13                  and they would be completely insistent of it.

14                  If it's a hard no, it's a hard no. But,  
15                  you know, a lot of times it would be, Listen, please  
16                  get this done, we need to make it happen. You don't  
17                  know how many times Mike would say that to me,  
18                  Please make this happen.

19                  Q. Okay. All right.

20                  I'm just organizing my documents, one  
21                  second.

22                  Now, during this scheduling period, did she  
23                  have a pretty busy calendar?

24                  A. As you kind of see from there, the dates  
25                  were really open. She was very, very particular

1 about what she did.

2 Q. Okay.

3 But she was also working for other studios  
4 as well doing other projects, yes?

5 A. Yes.

6 Q. Okay.

7 And -- okay.

8 I'd like to show you Exhibit 3.

9 (Exhibit 3 marked.)

10 BY MR. KANE:

11 Q. Now, Exhibit 3 is five pages. They appear  
12 to be texts between Ryan Kona, and I will let you  
13 know I believe the other person is Moz again.

14 A. Okay.

15 Q. Okay.

16 And so here we have on May 17, 2021, it  
17 says -- and I believe it's -- you're on the left --  
18 "Kenzie Anne is sick and can't make it tonight."

19 Do you see that?

20 A. Yes.

21 Q. And it says, "Copy. Hope she feels  
22 better..."

23 Was this a non-filming event?

24 A. If he didn't ask why, then more likely yes,  
25 it was. Typically, if I'm saying -- What's wrong

1 scope to any additional documents that are produced  
2 and limited in time as well. We can meet and confer  
3 further.

4 Okay. So anything further before I start?

5 No? All right.

6 \* \* \* \* \*

7 EXAMINATION

8 BY MS. COHEN:

9 Q. Okay, Mr. Murphy, do you understand that  
10 you are still under oath?

11 A. Yes.

12 Q. All right.

13 I'm just going to ask you a few follow-up  
14 questions; shouldn't take too long.

15 A. Okay.

16 Q. Okay.

17 So you had testified earlier that while  
18 working as a booking agent for Motley Models, you  
19 would communicate the times that models were  
20 available for shoots for VXN; is that correct?

21 A. Correct. Yes.

22 Q. Okay.

23 And then VXN would then have to choose from  
24 those available times that the models were  
25 available; is that accurate? That's been your

1 what the models wore, whether they could take  
2 breaks? Those examples?

3 A. Only from my understanding that it was all  
4 delegated down from him to Mike Moz.

5 Q. Okay.

6 So is it accurate to say that it was Mike  
7 Moz and Mike Miller that had this level of control  
8 during the shoots?

9 A. Yes.

10 Q. Okay.

11 And you had also testified earlier that  
12 while Ms. Thoma, who is -- do you understand that if  
13 I refer to Kenzie Anne or Ms. Thoma that I'm  
14 referring to the named plaintiff in this case,  
15 Mackenzie Anne Thoma?

16 A. Yes.

17 Q. Okay.

18 You had testified earlier that while under  
19 a contract performed work for VXN, Kenzie Anne was  
20 also performing work that you had an involvement in  
21 with booking with other adult entertainment  
22 companies; is that accurate?

23 A. Correct. Yes.

24 Q. Okay.

25 Even so, would this work be on the same day

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# Kenzie Anne

Actress Writer

Buxom and shapely blonde bombshell Kenzie Anne was born on March 9, 1993 in Newbury Park, California. Anne grew up in the Los Angeles suburb of Newbury Park. Kenzie was the Penthouse Pet of the Month for November, 2020. Anne was introduced to Playboy by photographer Tina Louise and posed for her first nude shoot for Playboy Plus in January, 2021.

**Born** March 9, 1993

IMDbPro  
STARMETER

[See rank](#)

[Add photos, demo reels](#)

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[View contact info at IMDbPro](#)

**Awards** 6 wins & 25 nominations

## Known for





### Hot Girl Summer

★ 7.7 Video

Actress

2021



### Oopsie!

★ 5.2 TV Series

Actress

2022 • 1 ep



### Naughty America

★ 5.9 TV Series

Actress

2021–2022 • 3 eps



### Black & White Vol. 19

★ Video

Actress

2021



## Credits



Actress 51

Writer 1

Self 3

Archive Footage 1

IMDbPro

Expand below All credits

### Actress

Upcoming 1



#### Transfixed: Muses Vol. 2

Video

2024



#### Take Care of Yourself

Video

Amy

2023





### Stars 11

Video  
2023



### Reckless



★ 6.8 TV Mini Series  
Avena Dino's Daughter Avena  
3 episodes 2023



### Lexington Steele: The Connoisseur

Video  
2023



### Trouble in Paradise

Video  
2023



### JaxSlayher

★ 6.8 TV Series  
1 episode 2023



### If It Feels Good Vol. 4

Video  
2023



### Double Love Vol. 1

Video  
2023



### Pure Taboo

★ 6.6 TV Series  
Amy Casey  
2 episodes 2022–2023



### Girlsway Originals

★ 7.8 TV Series  
Kenzie  
4 episodes 2022–2023



### Jules Jordan

★ 5.8 TV Series  
3 episodes 2021–2023





### Treating Ourselves ...Again!

Video  
2023

(i)



### Loyal Service

Video  
2023

(i)



### The Cum Sauna

Video  
2023

(i)



### ManyVids

★ 6.6 TV Series  
2 episodes 2022

(i)



### Transfixed

★ 7.0 TV Series  
2 episodes 2022

(i)



### Naughty America

★ 5.9 TV Series  
3 episodes 2021–2022

(i)



### Deeper

★ 7.1 TV Series  
Kenzie Kenzie Anne  
3 episodes 2021–2022

(i)



### Love Her Feet

★ 7.4 TV Series  
4 episodes 2022

(i)



### Sex and Submission

★ 6.9 TV Series  
1 episode 2022

(i)



### Together at Last

Video  
2022

(i)

### Blacked

 ★ 7.4 TV Series

Kenzie

2 episodes 2021–2022 **Sexual Icons 2**

Video

2022 **Vagitarians 3 Oil Edition**

Video

2022 **Tushy**

★ 7.4 TV Series

Kenzie

1 episode 2022 **Oopsie!**

★ 5.2 TV Series

1 episode 2022 **Super Stacked**

Video

2022 **RK Prime**

★ 6.9 TV Series

1 episode 2022 **Blacked Raw**

★ 6.8 TV Series

Kenzie

2 episodes 2021–2022 **Deep Lush**

★ 5.0 TV Series

1 episode 2022 **Icons Vol. 5**

Video

2022 



### Poetics for Tramps

★ 7.1 Video

2022

(i)



### Big Cock Bully

★ 2.6 TV Series

1 episode 2022

(i)



### VR Cosplay X

★ 3.1 TV Series

Thena

1 episode 2022

(i)



### Blondes on Dredd

Video

2022

(i)



### SexLikeReal

★ 4.0 TV Series

1 episode 2022

(i)



### Lesbian Sex 25

Video

2022

(i)



### Drip: Vol. 1

Video

2022

(i)



### Property Sex

★ 6.0 TV Series

1 episode 2022

(i)



### If It Feels Good Vol. 3

2022

(i)



### VR Bangers

★ 7.6 TV Series

1 episode 2022

(i)

### Euphoria



★ 8.3 TV Series  
Stripper  
1 episode 2022



### Real Wife Stories



★ 6.5 TV Series  
1 episode 2022



### Vixen



★ 7.3 TV Series  
2 episodes 2021



### Wild on Cam



★ 5.9 TV Series  
1 episode 2021



### Swallowed



★ 5.6 TV Series  
1 episode 2021



### Hot Girl Summer



★ 7.7 Video  
2021



### Black & White Vol. 19



Video  
2021



### Slayed



★ 6.9 TV Series  
Kenzie  
2 episodes 2021



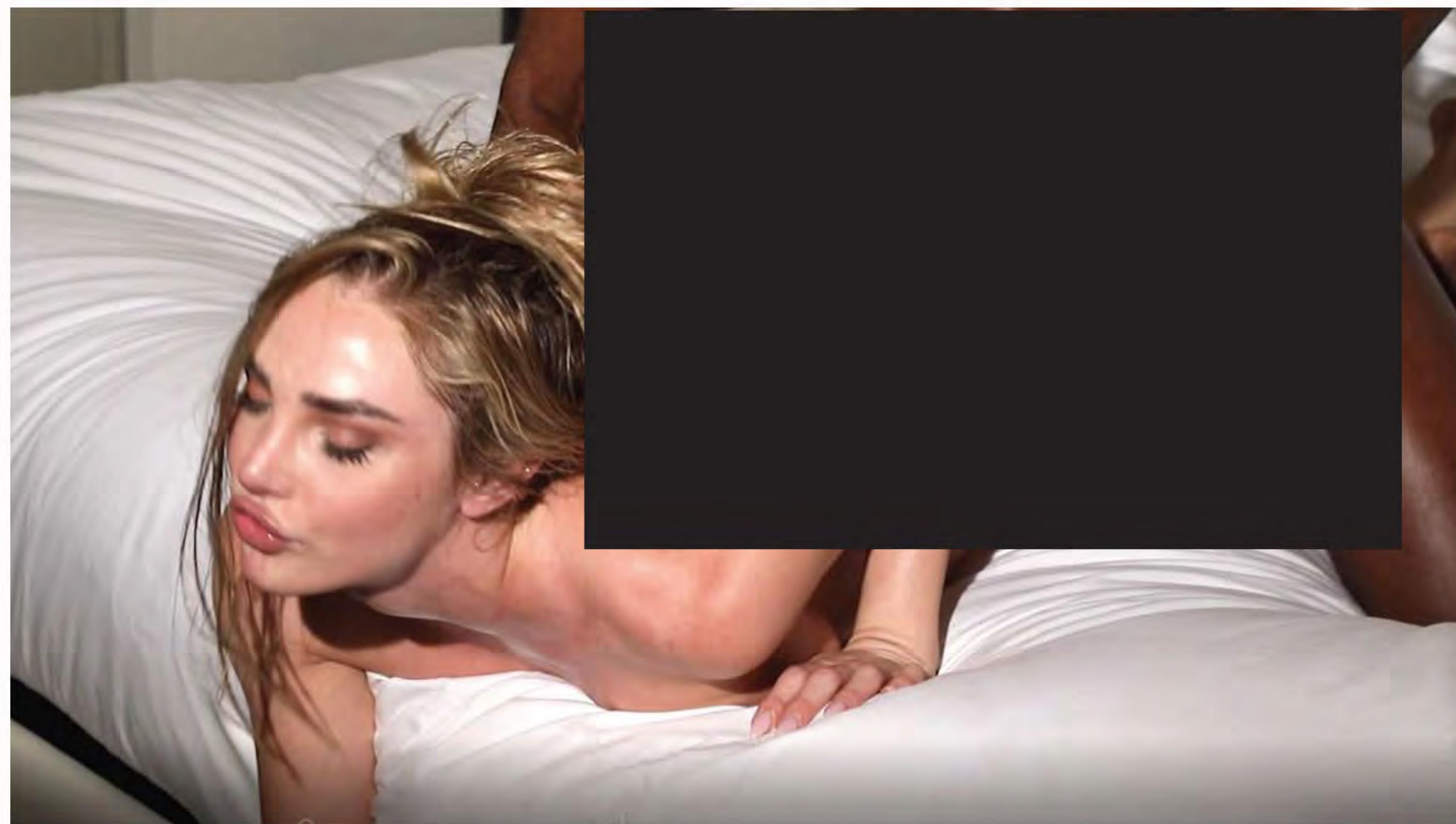
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## Writer

Previous 1



## **EXHIBIT 30**



## Kenzie and Jax Slayer – The Worship Video

\$35.00

Kenzie and Jax had a lot of practice time when Kenzie made her vixen debut and they couldn't get enough of each other. She immediately needed to make a KENZIELAND video with him on her own. You have seen them on Blacked, you've seen them shooting iPhone content, but you have never seen the KENZIELAND worshipping that happens in this video. They fuck all over the hotel room.

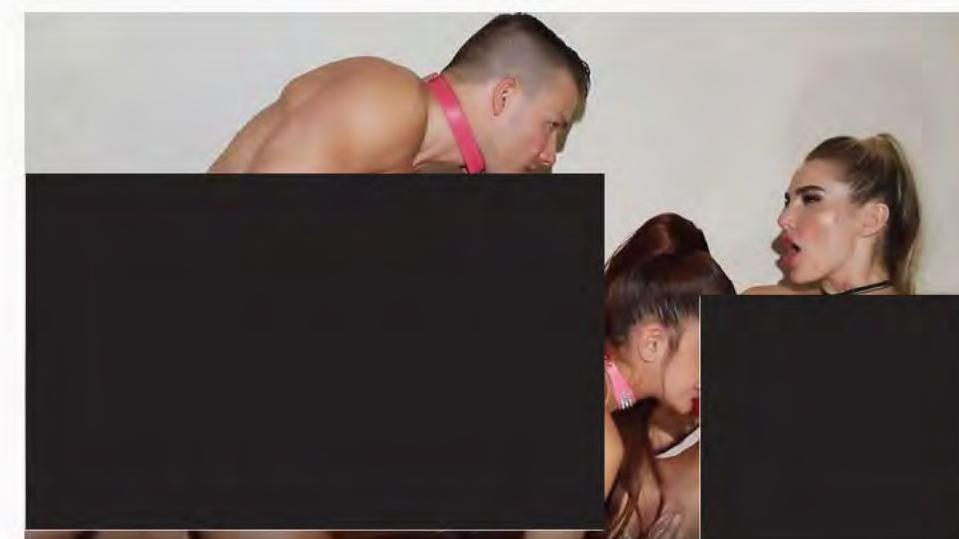
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Add to cart

Category: Tier 3 Tags: Intense, Jax Slayer, Worship

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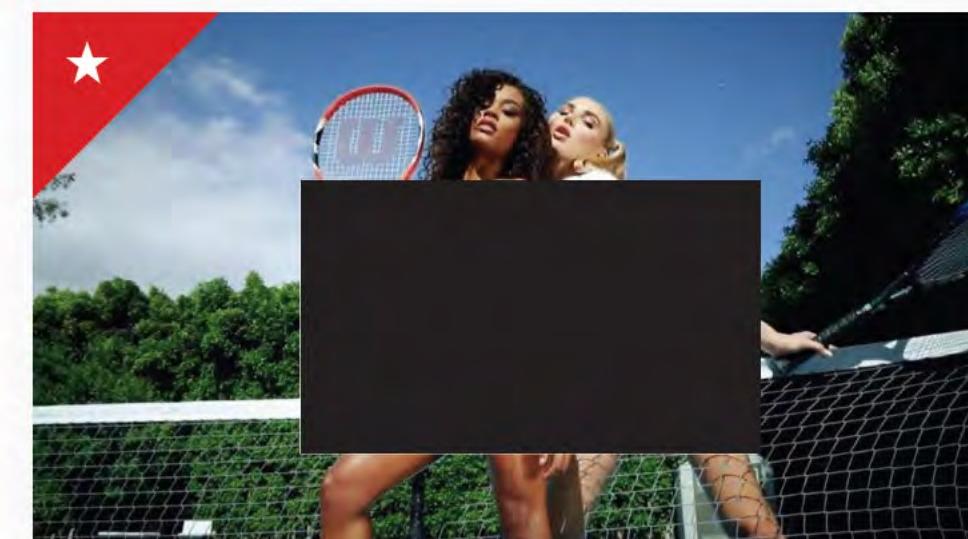
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**KENZIELAND.**

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Powered By **PROJECT**  
**model**

Need Help? Email: [support@kenzie.promodel.vip](mailto:support@kenzie.promodel.vip)

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016546

## **EXHIBIT 31**

# Web Data Collection Report

**Page Title**

Kenzie Ann Case - KENZIELAND (@kenzielandbykenzie) • Instagram photos and videos

**URL**

<https://www.instagram.com/kenzielandbykenzie/>

**Collection Date**

Mon Aug 12 2024 17:20:54 GMT-0700 (Pacific Daylight Time)

**Collected by**

[REDACTED] @ [REDACTED] | [REDACTED] @ [REDACTED]

**IP Address**

172.27.0.1

**Browser Information**

Mozilla/5.0 (Macintosh; Intel Mac OS X 10\_15\_7) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/127.0.0.0 Safari/537.36

**Digital Signature (SHA256 / PKCS#1v1.5)**

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# File Signatures

## SCREEN CAPTURE

### MHTML

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KENZIELAND

Glamorously dirty  
worship like you've never seen  
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kenzieland.com

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### Kenzie Anne – The 2023

FanGear.vip Drops 2022 Calendars for Sophie Dee, Nikki Benz, Kenzie Anne @fangearvip @sophiedee @misskenzieanne @nikkibenz xbiz.com/news/262483/fa...



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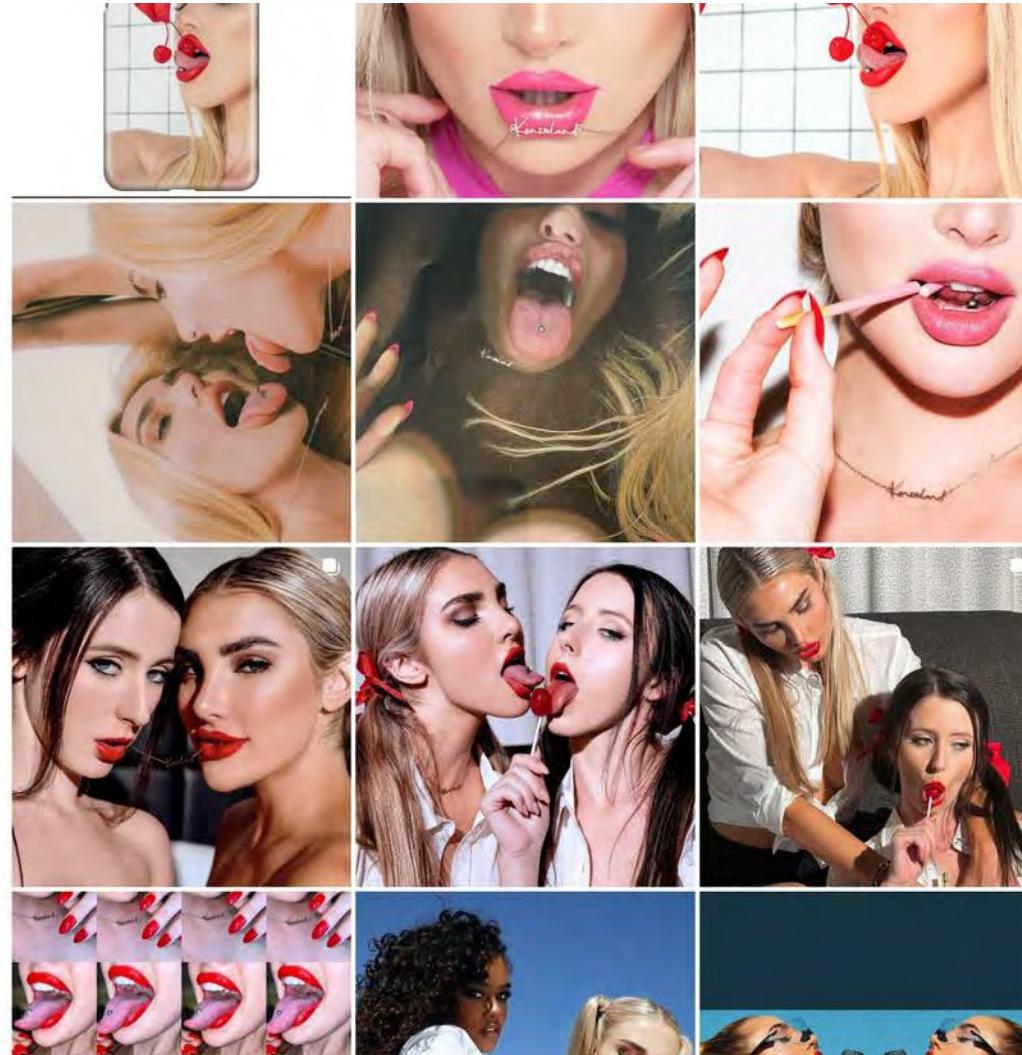
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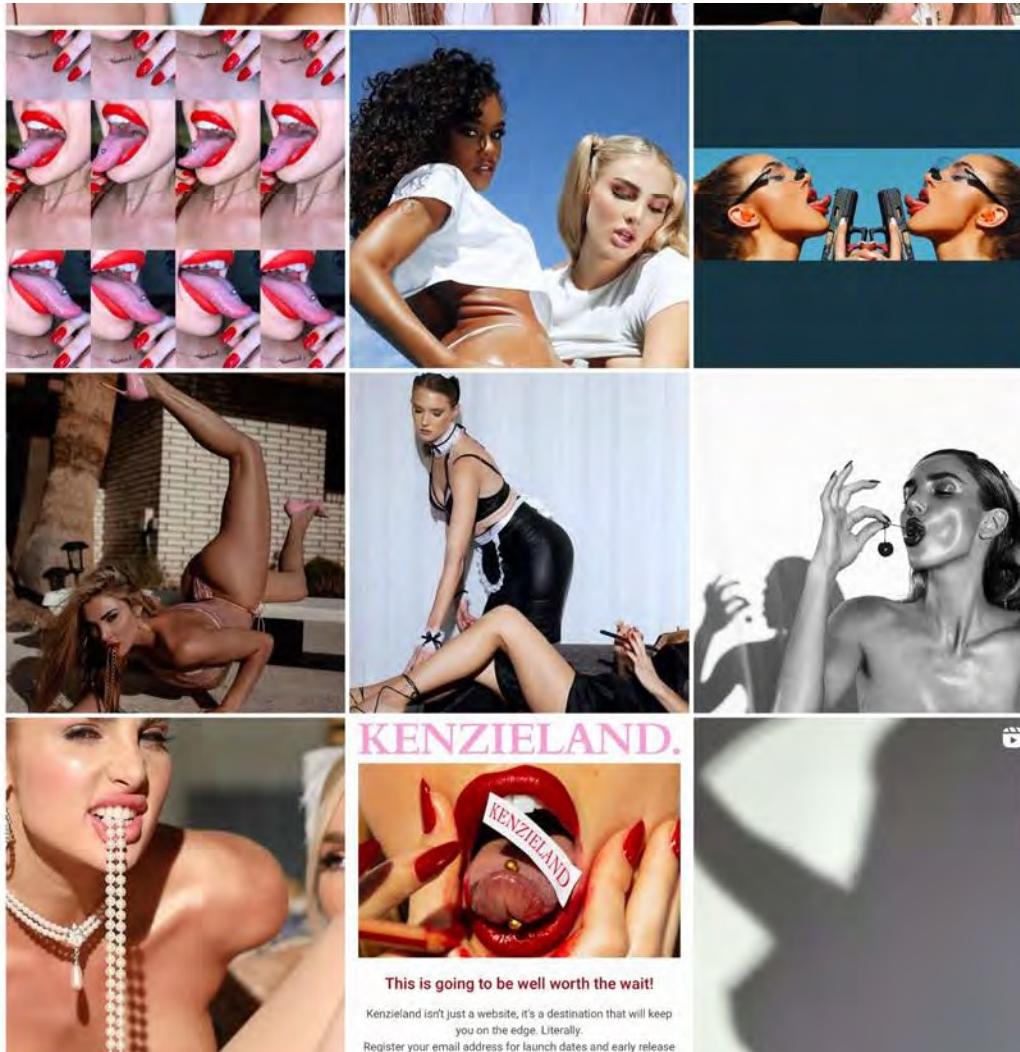
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This is going to be well worth the wait!

Kenzieland isn't just a website, it's a destination that will keep you on the edge. Literally.  
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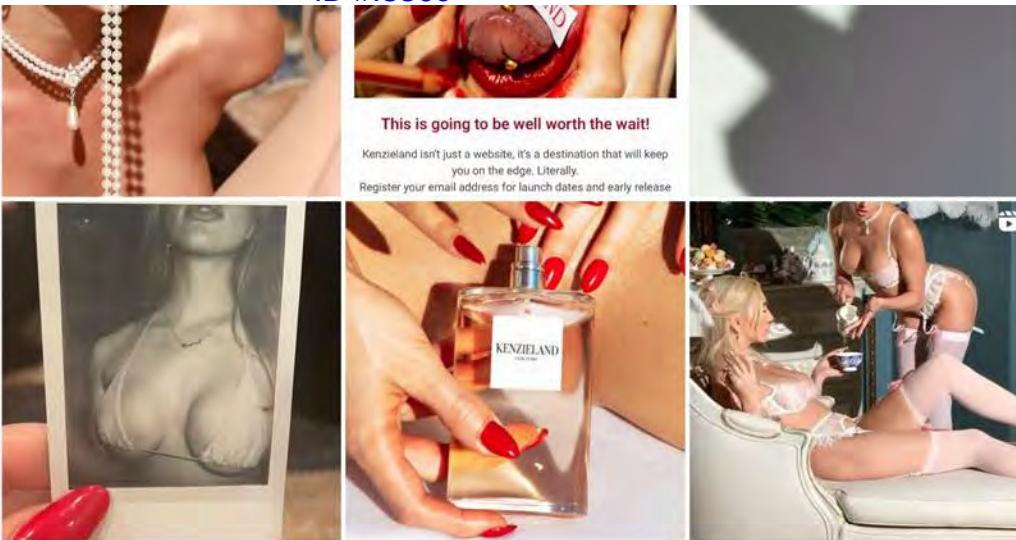
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**Hash (SHA256)**

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**Signature (PKCS#1v1.5)**

07c74559ef7f7fade582926aca26c9a1a51ead7066167020bc53e451728e544acabb21840b30bf8682  
2289fcac43d4812beac1c8e93af70d6b8d3b92f6b93dca7e3239fc179eb5fe6f55ef2150089f2db39  
e736fbf6dbfac349dba49029ec865fa0b708264bccff02a93be94d2df086cf5ca243ff05098a2a19e67  
a754a2010f008ebb1c4dba1088efb205a6ec8e879739937025a375aabf7f1f2b7b798df9b31a697e62  
90de703e04c37e0dbc92c4ece1fef8da8fe128ff5e6b1815d81356c47f0c2a75f39048f7f8cc0a7a7b  
085f9a96c28a28a7c788afb74fc69d27dd93d2ece9087b78a95dbae25dff272a92118fd91a806bc8  
41c9960233ee7d68c78

**URL**

<https://www.instagram.com/kenzielandbykenzie/>

**Timestamp**

Mon Aug 12 2024 17:20:54 GMT-0700 (Pacific Daylight Time)

000408

## **EXHIBIT 32**

# Web Data Collection Report

**Page Title**

KENZIELAND I Thank you so much @avn for the interview highlighting the importance KENZIELAND will play in future films/content/education. I'm so happy... I Instagram

**URL**

<https://www.instagram.com/p/CUV99gWvFzN/>

**Collection Date**

Mon Aug 12 2024 17:30:48 GMT-0700 (Pacific Daylight Time)

**Collected by**

[REDACTED] @ [REDACTED] | [REDACTED] @ [REDACTED] ( )

**IP Address**

172.27.0.1

**Browser Information**

Mozilla/5.0 (Macintosh; Intel Mac OS X 10\_15\_7) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/127.0.0.0 Safari/537.36

**Digital Signature (SHA256 / PKCS#1v1.5)**

68879392aa98ef6283773a60d31fb7e65abdd6736cf0d600b95ed990c025f43480b21b7  
87efcfddb85f6e8b8425fe898fb592dd4693ed455eb72bc14f2141bf2c7b3b34e6e5902d0  
c6d86c07298b226e1389ce6ef89a5a74ef12d22a6003657a4b48a734fab5d92fb3f159b1  
7f2122f07b16c05f4fb5d6b1e0db7b4661556dca6fcb5223bd66c3a62f4bd140681e3a1  
3b068bb57cae95b190374de9852978b03e20e282a448e1fd1fcd8578e23d45adfc403e22  
cfe1892850b446326676e8dc694d38c2155bf82eedc3679eb1b14401ceeee7ac1ab695b0  
6df0bd385645cdc8c5d5d41587305eec766269a692bd51a017a1fc5679514d27bf519fce4  
94467

000789

# File Signatures

## SCREEN CAPTURE

### MHTML

#### File Name

[https://www.instagram.com/p-CUV99gWvFzN-Aug-12-24-17-30-48-GMT-0700-\(PDT\).mhtml](https://www.instagram.com/p-CUV99gWvFzN-Aug-12-24-17-30-48-GMT-0700-(PDT).mhtml)

#### Hash (SHA256)

581aa348fec8bad77eac9dbc74e7c4a0eb53f16a9df61a2507f644b81dfc10bc

#### Signature (PKCS#1v1.5)

6e46f324ff163dad65c804c599ead2257518027ceee0623d304fc8540422e4ef82e121584  
b257a96bc817c016af6c1df694c45dc18b869ba530c0977403977dcc2f2a21b0ab1259a36  
eff0b32b0dca3ad4ec961942b165ac14d681c66ff7bf49516018095a7a2a748686953cdb7  
ad56ec9b6a401c25ec8c7e2bc60b9d0ccfb4584bd2d47bfcdf60c1aedf24610abea19270f  
6fcfa400b9dc2feb5d819c56dc3622041431958ece2bb35c6a0a0cf92f3bc05de281cfa53  
8129a397d2ab75c1863505f74dbc0407e28b6644f3140ad0e7d2b479713c1294339b16267  
f47f846414b6d327ea5c7bfd54a6d4713a36b7d191209b32d47fdabc1dfb6bc46a98d40f53

000790

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  - [Profile](#)
- 
- [Threads](#)
  - [More](#)



**File Name**

<https://www.instagram.com/p/CUV99gWvFzN/>

**Hash (SHA256)**

afdf7c9638882b04a806d94c3f2a99f9774879cf85eb96ce9882162aa4eeb3be9

**Signature (PKCS#1v1.5)**

18ee38cbbb652e870dcdb5b5d220bc167708ad7f7b6f525d005ee16a28157a6d104cd5c95032a63b16  
6d39cd221e2d58378ca8fd5cc97523371272b5dad4c96cf80b84d9bec947a9f62cb54495e77de5ffd  
44cf8e9a9c7a64eee06defc4d2e95892185764b43a61030616380be99b69957148f4c5f17200af9d13  
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cba6dc07eef89a9fc40fe25d6ce191f14a0a6c1574948a5bf0ab641710a2a72f165d3fab3b0a291c8a  
c53455e2af2e8654d4956

**URL**

<https://www.instagram.com/p/CUV99gWvFzN/>

**Timestamp**

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Threads

More



kenzielandbykenzie · Follow

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kenzielandbykenzie 150w

Thank you so much @avn for the interview highlighting the importance KENZIELAND will play in future films/content/education. I'm so happy to have your support! @misskenzieanne



milkmaiine 43w

@misskenzieanne love you

Reply



layshajian 48w



Reply



\_nima17 76w



Reply See translation



\_nima17 76w



Reply



jebeeeeeee\_\_ 147w

Love 🌹 you my lady @misskenzieanne

Reply



asucculentboy 147w

Reply



#### File Name

[https://www.instagram.com/p/UV99gWvFzN-Aug-12-24-17-30-48-GMT-0700-\(PDT\)\\_1.jpg](https://www.instagram.com/p/UV99gWvFzN-Aug-12-24-17-30-48-GMT-0700-(PDT)_1.jpg)

#### URL

<https://www.instagram.com/p/UV99gWvFzN/>

#### Hash (SHA256)

b16580c535185ea8410e098a291dde292f45d11371dcff6f042d131c2557214

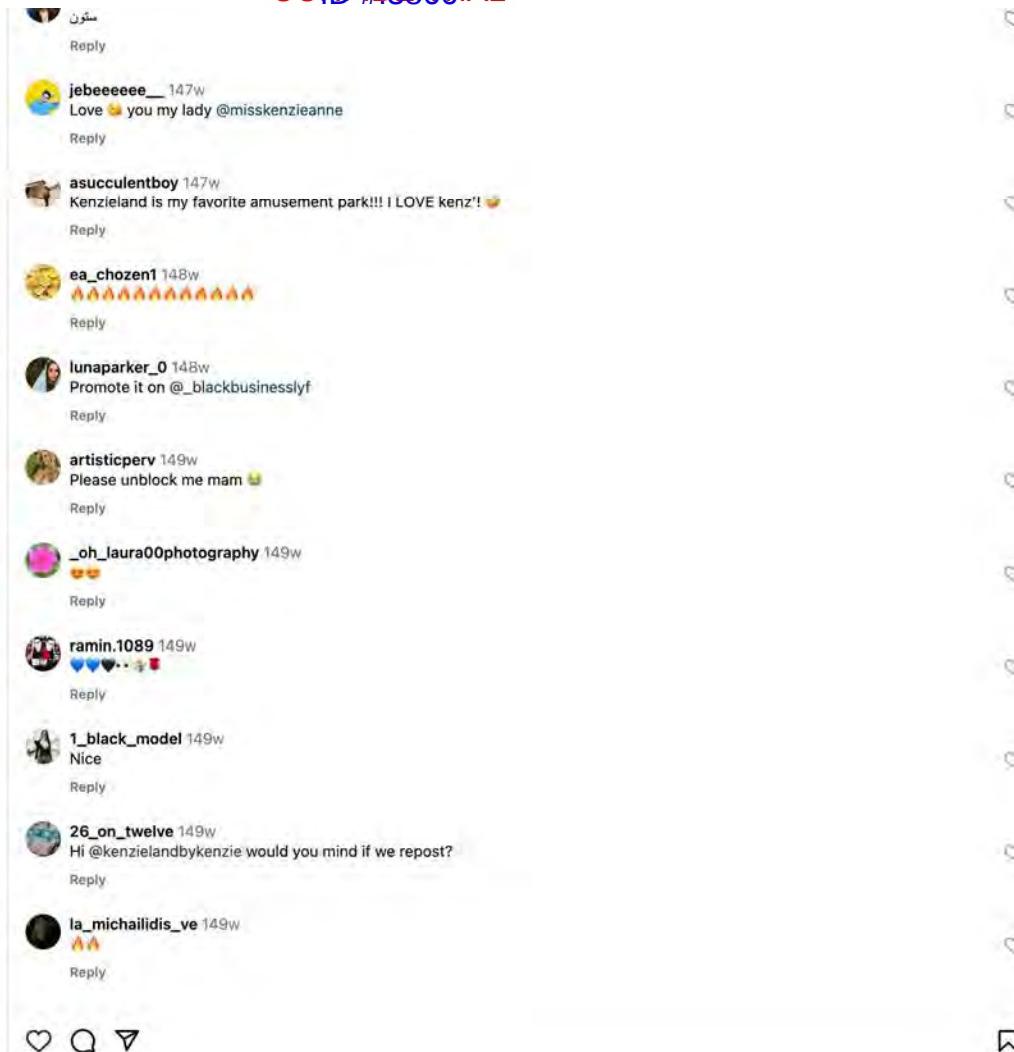
#### Timestamp

Mon Aug 12 2024 17:30:48 GMT-0700 (Pacific Daylight Time)

#### Signature (PKCS#1v1.5)

64b5e0fd8968a0f2aa0d7a4f4fc3fe507e7a67a5e9c5e1d38a078b0f219d57e61afcf0d17b9dcd693  
4584e16099b6f0cb98be60f8361dc1931d8208c75a9cd470a49ca986b2f838365148fd88bcc0d115  
01d2391a692fc6c1830b8c8d9daa35437411d3443a014bc33fb0d6524e2bb08f2b939d222e6b445c9  
896c374aab9d791a1bf0096c4b07d1fc7b049218b8835f98ec3a0b4ba2111344ca3f4beadcd0f0cc2b  
e6736e6348fb4bd955acc9165ce06d8ea86057cff85cd900aab020871efd7515a5e1b44eeb79d299d  
903fb369a4bbf2a62c80dd21e3e2e09a7741f45fe48c6c2083c454efa29a9cced25a64c605857f546  
341e5ae504be63831f80cc99b

000792

**File Name**

<https://www.instagram.com/p/CUV99gWvFzN/>

**Hash (SHA256)**

4f299f236d920767c5585d0c665da3379c5a13b81524b8a3cc515ea2f06e46a2

**Signature (PKCS#1v1.5)**

3e31e064457854ba5459fefafa4ae345aaaf37882d52b426a34a70f5d9a186fa751fbe36c3899ad9c23f  
44a2a53fa0b459696d6d998e33b83eb76815c916be23792135cc8dacbc8077448667a23cebd0d32fc  
1259c3c6022cbb8563c4104cc98900b1763ff5cf4940c08dd591ab9850c63379b65e31242c81c6c6f  
e04def54faaf8fd83d55368eafe0f9f43fb072d8d376943d5e215b3d192f64967f7b03c7b4ca0978c  
beedeecab79c5d1389c9a38272aed5f2a2c6482c7bb7b786a67558fd9289019e8029ab70f695ff209  
8f0cfdb13197cb2dee494068ae7c0ee3b173050446d9872934aed3dd2823284ca8319cb76f7da999d  
13e1529ca1fd9e0a41d04edcf3

**URL**

<https://www.instagram.com/p/CUV99gWvFzN/>

**Timestamp**

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More posts from kenzielandbykenzie



Photo 1 Photo 2



### Kenzie Anne – The 2023

FanGear.vip Drops 2022 Calendars for Sophie Dee, Nikki Benz, Kenzie Anne [@fangearvip](#) [@sophiedee](#) [@misskenzieanne](#) [@nikkibenz](#) [xbiz.com/news/262483/fa...](#)



#### File Name

[https://www.instagram.com/p/CUV99gWvFzN-Aug-12-24-17-30-48-GMT-0700-\(PDT\)\\_3.jpg](https://www.instagram.com/p/CUV99gWvFzN-Aug-12-24-17-30-48-GMT-0700-(PDT)_3.jpg)

#### Hash (SHA256)

508282d4c348534ae05214d207514d47bc9ca271064e7c614eff963aceace549

#### Signature (PKCS#1v1.5)

1d192793aafb026e0fd...  
ef...  
b805a856c3e9af53d5289dd9a96bc9339e3fba312e91706c129066c37714a30cd303a619ac9c76830  
c46a670878ad13926ce1cd0370090eec91ecc52c8ce557050715fed2a777c1e0792adb51b55544382a  
8497dcc2580e42bf049dafa376b068bf6e882d0a3762fed43654a889ba4cb6672529c01800b85204d5  
1d808c1f1f98811f918764b3bd7ef0c05bf662281c1a008391159cc89ea817c3dfa79f0b900d6cf665fdc  
ff887a13abee32c66667

#### URL

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#### Timestamp

Mon Aug 12 2024 17:30:48 GMT-0700 (Pacific Daylight Time)

000794



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**File Name**

<https://www.instagram.com/p/CUV99gWvFzN/>

**Hash (SHA256)**

1cff2dadb61a24107f9d267dce2411e01a261d48029fac892bd23a685d676c13

**Signature (PKCS#1v1.5)**

3a076c4aea9f9418419f91d1af993e7e3701f5fa45e8b9c8beb925542b943855106e70610cb3ef4ba0  
8f331d81fb0dd63b31b8ca6697e8217fe6f45a7fe609f4ee3d4684e112568e0dff26aac5aaf78125ef  
4305058d7adb707fef20c8ab24dd7887b87cf9a079eb49e11f66953b6943eec129e8cd54b104f0af  
5b79df18b30d6ee5cb81cc8a0532ab48409f0b2346c08d0674e830c6dc1b5bef4c418fea80ad1f22a  
d06b58a30df02f74a54d59d79dbb6e3eb7dbab16c3b837cf08f24f6583ba390038e23967cefa567c  
266089c498d1c0477bab90460b44e2d1b98037e92116e0a24eb36fb934bb66de4518878f04d1e5bc5  
9ce3f87fa060a6fa18869621e

**URL**

<https://www.instagram.com/p/CUV99gWvFzN/>

**Timestamp**

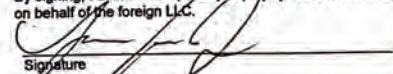
Mon Aug 12 2024 17:30:48 GMT-0700 (Pacific Daylight Time)

000795

## **EXHIBIT 33**

 <p><b>Secretary of State</b> <b>Application to Register a Foreign Limited Liability Company (LLC)</b></p>		LLC-5																
<p><b>IMPORTANT — Read Instructions before completing this form.</b> Must be submitted with a current Certificate of Good Standing issued by the government agency where the LLC was formed. <a href="#">See Instructions</a>.</p> <p><b>Filing Fee</b> — \$70.00 <b>Copy Fees</b> — First page \$1.00; each attachment page \$0.50; Certification Fee — \$5.00</p> <p>Note: Registered LLCs in California may have to pay minimum \$800 tax to the California Franchise Tax Board each year. For more information, go to <a href="https://www.ftb.ca.gov">https://www.ftb.ca.gov</a>.</p>																		
<p><b>FILED</b> Secretary of State State of California 202125210297</p> <p>Filing Number: 09/07/2021</p> <p>Filing Date:</p> <p>This Space For Office Use Only</p>																		
<p><b>1a. LLC Name</b> (Enter the exact name of the LLC as listed on your attached Certificate of Good Standing.) Kenzieland LLC</p>																		
<p><b>1b. California Alternate Name, If Required</b> (See Instructions — Only enter an alternate name if the LLC name in 1a is not available in California.) _____</p>																		
<p><b>2. LLC History</b> (See Instructions — Ensure that the formation date and jurisdiction match the attached Certificate of Good Standing.)</p> <table border="1"> <tr> <td>a. Date LLC was formed in home jurisdiction (MM/DD/YYYY) 4 / 30 / 2021</td> <td>b. Jurisdiction (State, foreign country or place where this LLC is formed) Wyoming</td> </tr> <tr> <td colspan="2">c. Authority Statement (Do not alter Authority Statement) This LLC currently has powers and privileges to conduct business in the state, foreign country or place entered in Item 2b.</td> </tr> </table>			a. Date LLC was formed in home jurisdiction (MM/DD/YYYY) 4 / 30 / 2021	b. Jurisdiction (State, foreign country or place where this LLC is formed) Wyoming	c. Authority Statement (Do not alter Authority Statement) This LLC currently has powers and privileges to conduct business in the state, foreign country or place entered in Item 2b.													
a. Date LLC was formed in home jurisdiction (MM/DD/YYYY) 4 / 30 / 2021	b. Jurisdiction (State, foreign country or place where this LLC is formed) Wyoming																	
c. Authority Statement (Do not alter Authority Statement) This LLC currently has powers and privileges to conduct business in the state, foreign country or place entered in Item 2b.																		
<p><b>3. Business Addresses</b> (Enter the complete business addresses. Items 3a and 3b cannot be a P.O. Box or "in care of" an individual or entity.)</p> <table border="1"> <tr> <td>a. Street Address of Principal Executive Office - Do not enter a P.O. Box 4324 Promenade Way #314</td> <td>City (no abbreviations) mariaville Rey</td> <td>State CA</td> <td>Zip Code 90292</td> </tr> <tr> <td>b. Street Address of Principal Office in California, if any - Do not enter a P.O. Box 1055 W. 21st St. Ste 2400</td> <td>City (no abbreviations) Los Angeles</td> <td>State CA</td> <td>Zip Code 90017</td> </tr> <tr> <td>c. Mailing Address of Principal Executive Office, if different than Item 3a</td> <td>City (no abbreviations)</td> <td>State</td> <td>Zip Code</td> </tr> </table>			a. Street Address of Principal Executive Office - Do not enter a P.O. Box 4324 Promenade Way #314	City (no abbreviations) mariaville Rey	State CA	Zip Code 90292	b. Street Address of Principal Office in California, if any - Do not enter a P.O. Box 1055 W. 21st St. Ste 2400	City (no abbreviations) Los Angeles	State CA	Zip Code 90017	c. Mailing Address of Principal Executive Office, if different than Item 3a	City (no abbreviations)	State	Zip Code				
a. Street Address of Principal Executive Office - Do not enter a P.O. Box 4324 Promenade Way #314	City (no abbreviations) mariaville Rey	State CA	Zip Code 90292															
b. Street Address of Principal Office in California, if any - Do not enter a P.O. Box 1055 W. 21st St. Ste 2400	City (no abbreviations) Los Angeles	State CA	Zip Code 90017															
c. Mailing Address of Principal Executive Office, if different than Item 3a	City (no abbreviations)	State	Zip Code															
<p><b>4. Service of Process</b> (Must provide either Individual OR Corporation.)</p> <p>INDIVIDUAL — Complete Items 4a and 4b only. Must include agent's full name and California street address.</p> <table border="1"> <tr> <td>a. California Agent's First Name (if agent is not a corporation) EVNSIA</td> <td>Middle Name</td> <td>Last Name MUSOLING</td> <td>Suffix</td> </tr> <tr> <td>b. Street Address (if agent is not a corporation) - Do not enter a P.O. Box 1055 W. 21st St. Ste 2400</td> <td>City (no abbreviations) Los Angeles</td> <td>State CA</td> <td>Zip Code 90017</td> </tr> <tr> <td colspan="4">CORPORATION — Complete Item 4c only. Only include the name of the registered agent/corporation.</td> </tr> <tr> <td colspan="4">c. California Registered Corporate Agent's Name (if agent is a corporation) — Do not complete Item 4a or 4b</td> </tr> </table>			a. California Agent's First Name (if agent is not a corporation) EVNSIA	Middle Name	Last Name MUSOLING	Suffix	b. Street Address (if agent is not a corporation) - Do not enter a P.O. Box 1055 W. 21st St. Ste 2400	City (no abbreviations) Los Angeles	State CA	Zip Code 90017	CORPORATION — Complete Item 4c only. Only include the name of the registered agent/corporation.				c. California Registered Corporate Agent's Name (if agent is a corporation) — Do not complete Item 4a or 4b			
a. California Agent's First Name (if agent is not a corporation) EVNSIA	Middle Name	Last Name MUSOLING	Suffix															
b. Street Address (if agent is not a corporation) - Do not enter a P.O. Box 1055 W. 21st St. Ste 2400	City (no abbreviations) Los Angeles	State CA	Zip Code 90017															
CORPORATION — Complete Item 4c only. Only include the name of the registered agent/corporation.																		
c. California Registered Corporate Agent's Name (if agent is a corporation) — Do not complete Item 4a or 4b																		

**5. Read and Sign Below** (See Instructions. Title not required.)  
By signing, I affirm under penalty of perjury that the information herein is true and correct and that I am authorized to sign on behalf of the foreign LLC.

  
Signature

Mackenzie Thoma  
Type or Print Name

LLC (REV 11/2020)

[Clear Form](#) [Print Form](#)

2020 California Secretary of State  
sos.ca.gov

Scanned with CamScanner

016554

**STATE OF WYOMING**  
**Office of the Secretary of State**

I, EDWARD A. BUCHANAN, SECRETARY OF STATE of the STATE OF WYOMING, do hereby certify that according to the records of this office,

**KENZIELAND LLC**  
is a  
**Limited Liability Company**

formed or qualified under the laws of Wyoming did on **April 30, 2021**, comply with all applicable requirements of this office. Its period of duration is Perpetual. This entity has been assigned entity identification number **2021-001001432**.

This entity is in existence and in good standing in this office and has filed all annual reports and paid all annual license taxes to date, or is not yet required to file such annual reports; and has not filed Articles of Dissolution.

I have affixed hereto the Great Seal of the State of Wyoming and duly generated, executed, authenticated, issued, delivered and communicated this official certificate at Cheyenne, Wyoming on this 30th day of August, 2021 at 2:08 PM. This certificate is assigned ID Number 046645325.



Edward A. Buchanan

Secretary of State

202125210297

Notice: A certificate issued electronically from the Wyoming Secretary of State's web site is immediately valid and effective. The validity of a certificate may be established by viewing the Certificate Confirmation screen of the Secretary of State's website <https://wyobiz.wyo.gov> and following the instructions displayed under Validate Certificate.

016555

## **EXHIBIT 34**



**Secretary of State  
Statement of Information  
(Limited Liability Company)**

~~CONFIDENTIAL~~  
**LLC-12**

**21-F31299**

**FILED**

In the office of the Secretary of State  
of the State of California

**IMPORTANT — Read instructions before completing this form.**

**Filing Fee – \$20.00**

**Copy Fees** – First page \$1.00; each attachment page \$0.50;  
Certification Fee - \$5.00 plus copy fees

OCT 14, 2021

**This Space For Office Use Only**

**1. Limited Liability Company Name** (Enter the exact name of the LLC. If you registered in California using an alternate name, [see instructions](#).)

KENZIELAND LLC

**2. 12-Digit Secretary of State File Number**

202125210297

**3. State, Foreign Country or Place of Organization** (only if formed outside of California)

WYOMING

**4. Business Addresses**

a. Street Address of Principal Office - Do not list a P.O. Box 578 Washington Blvd #590	City (no abbreviations) Marina Del Rey	State CA	Zip Code 90292
b. Mailing Address of LLC, if different than item 4a 578 Washington Blvd #590	City (no abbreviations) Marina Del Rey	State CA	Zip Code 90292
c. Street Address of California Office, if Item 4a is not in California - Do not list a P.O. Box 578 Washington Blvd #590	City (no abbreviations) Marina Del Rey	State CA	Zip Code 90292

If no **managers** have been appointed or elected, provide the name and address of each **member**. At least one name **and** address must be listed. If the manager/member is an individual, complete Items 5a and 5c (leave Item 5b blank). If the manager/member is an entity, complete Items 5b and 5c (leave Item 5a blank). Note: The LLC cannot serve as its own manager or member. If the LLC has additional managers/members, enter the name(s) and addresses on Form LLC-12A ([see instructions](#)).

a. First Name, if an individual - Do not complete Item 5b Mackenzie	Middle Name	Last Name Thoma	Suffix
b. Entity Name - Do not complete Item 5a			
c. Address 578 Washington Blvd #590	City (no abbreviations) Marina Del Rey	State CA	Zip Code 90292

**6. Service of Process** (Must provide either Individual **OR** Corporation.)

**INDIVIDUAL** – Complete Items 6a and 6b only. Must include agent's full name and California street address.

a. California Agent's First Name (if agent is <b>not</b> a corporation) Elyssia	Middle Name	Last Name Musolino	Suffix
b. Street Address (if agent is <b>not</b> a corporation) - <b>Do not enter a P.O. Box</b> 1055 West Seventh Street, Suite 2400	City (no abbreviations) Los Angeles	State CA	Zip Code 90017

**CORPORATION** – Complete Item 6c only. Only include the name of the registered agent Corporation.

c. California Registered Corporate Agent's Name (if agent is a corporation) – Do not complete Item 6a or 6b

**7. Type of Business**

a. Describe the type of business or services of the Limited Liability Company  
Adult entertainment

**8. Chief Executive Officer, if elected or appointed**

a. First Name	Middle Name	Last Name	Suffix
b. Address	City (no abbreviations)	State	Zip Code

**9. The Information contained herein, including any attachments, is true and correct.**

10/14/2021

Elyssia Musolino

Legal representative

Date

Type or Print Name of Person Completing the Form

Title

Signature

**Return Address (Optional)** (For communication from the Secretary of State related to this document, or if purchasing a copy of the filed document enter the name of a person or company and the mailing address. This information will become public when filed. [SEE INSTRUCTIONS BEFORE COMPLETING](#).)

Name:

1

1

Company:

Address:

City/State/Zip:

1

CONFIDENTIAL

22-A37304



**Secretary of State  
Statement of Information  
(Limited Liability Company)**

LLC-12

In the office of the Secretary of State  
of the State of California

**IMPORTANT** — This form can be filed online at  
[bizfile.sos.ca.gov](http://bizfile.sos.ca.gov).

**Read instructions before completing this form.**

**Filing Fee - \$20.00**

**Copy Fees** - First page \$1.00; each attachment page \$0.50;  
Certification Fee - \$5.00 plus copy fees

JAN 20, 2022

This Space For Office Use Only

**1. Limited Liability Company Name** (Enter the **exact** name of the LLC. If you registered in California using an alternate name, [see instructions](#).)

KENZIELAND LLC

**2. 12-Digit Secretary of State Entity Number**

202125210297

**3. State, Foreign Country or Place of Organization** (only if formed outside of California)

WYOMING

**4. Business Addresses**

a. Street Address of Principal Office - Do not list a P.O. Box 578 Washington Blvd #590	City (no abbreviations) Marina Del Rey	State CA	Zip Code 90292
b. Mailing Address of LLC, <b>if different than item 4a</b> 578 Washington Blvd #590	City (no abbreviations) Marina Del Rey	State CA	Zip Code 90292
c. Street Address of <b>California</b> Office, if Item 4a is not in California Do not list a P.O. Box 578 Washington Blvd #590	City (no abbreviations) Marina Del Rey	State <b>CA</b>	Zip Code 90292

**5. Manager(s) or Member(s)**

If no managers have been appointed or elected, provide the name and address of each member. At least one name and address must be listed. If the manager/member is an individual, complete Items 5a and 5c (leave Item 5b blank). If the manager/member is an additional managers/members, enter the names(s) and address(es) on [Form LLC-12A](#).

a. First Name, if an individual - Do not complete Item 5b Mackenzie	Middle Name	Last Name Thoma	Suffix
b. Entity Name - Do not complete Item 5a			
c. Address 578 Washington Blvd #590	City (no abbreviations) Marina Del Rey	State CA	Zip Code 90292

**6. Service of Process** (Must provide either Individual OR Corporation.)~~CONFIDENTIAL~~**INDIVIDUAL** – Complete Items 6a and 6b only. Must include agent's full name and California street address.

a. California Agent's First Name (if agent is <b>not</b> a corporation) Elyssia	Middle Name	Last Name Musolino	Suffix
b. Street Address (if agent is <b>not</b> a corporation) - <b>Do not enter a P.O. Box</b> 555 South Flower Street, 24th Floor	City (no abbreviations) Los Angeles	State <b>CA</b>	Zip Code 90071

**CORPORATION** – Complete Item 6c only. Only include the name of the registered agent Corporation.

c. California Registered Corporate Agent's Name (if agent is a corporation) – Do not complete Item 6a or 6b

**7. Type of Business**

Describe the type of business or services of the Limited Liability Company

Film and digital content production

**8. Chief Executive Officer, if elected or appointed**

a. First Name	Middle Name	Last Name	Suffix
b. Address	City (no abbreviations)	State	Zip Code

**9. Labor Judgment**

Does a Manager or Member have an outstanding final judgment issued by the Division of Labor Standards Enforcement or a court of law, for which no appeal therefrom is pending, for the violation of any wage order or provision of the Labor Code?

 Yes  No**10.** By signing, I affirm under penalty of perjury that the information herein is true and correct and that I am authorized by California law to sign.

01/20/2022

Mackenzie Thoma

Member

Date

Type or Print Name

Title

Signature

## **EXHIBIT 35**



# California Secretary of State

## Electronic Filing

**FILED**Secretary of State  
State of California

### LLC Registration – Articles of Organization

Entity Name: Lola March LLC

Entity (File) Number: 202201810548

File Date: 01/13/2022

Entity Type: Domestic LLC

Jurisdiction: California

#### Detailed Filing Information

1. Entity Name: Lola March LLC

2. Business Addresses:

a. Initial Street Address of Designated Office in California:  
578 Washington Blvd #590  
Marina Del Rey, California 90292  
United States

b. Initial Mailing Address:  
578 Washington Blvd #590  
Marina Del Rey, California 90292  
United States

3. Agent for Service of Process:  
Elyssia Musolino  
1055 West Seventh Street, Suite 2100  
Los Angeles California 90017  
United States

4. Management Structure: All LLC Member(s)

5. Purpose Statement:  
The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be organized under the California Revised Uniform Limited Liability Company Act.

Electronic Signature:

The organizer affirms the information contained herein is true and correct.

Organizer: Mackenzie Thoma

016538

CONFIDENTIAL

22-A37293



**Secretary of State  
Statement of Information  
(Limited Liability Company)**

LLC-12

In the office of the Secretary of State  
of the State of California

**IMPORTANT** — This form can be filed online at  
[bizfile.sos.ca.gov](http://bizfile.sos.ca.gov).

**Read instructions before completing this form.**

**Filing Fee - \$20.00**

**Copy Fees** - First page \$1.00; each attachment page \$0.50;  
Certification Fee - \$5.00 plus copy fees

JAN 20, 2022

This Space For Office Use Only

**1. Limited Liability Company Name** (Enter the **exact** name of the LLC. If you registered in California using an alternate name, [see instructions](#).)

LOLA MARCH LLC

**2. 12-Digit Secretary of State Entity Number**

202201810548

**3. State, Foreign Country or Place of Organization** (only if formed outside of California)

CALIFORNIA

**4. Business Addresses**

a. Street Address of Principal Office - Do not list a P.O. Box 578 Washington Blvd #590	City (no abbreviations) Marina Del Rey	State CA	Zip Code 90292
b. Mailing Address of LLC, <b>if different than item 4a</b> 578 Washington Blvd #590	City (no abbreviations) Marina Del Rey	State CA	Zip Code 90292
c. Street Address of <b>California</b> Office, if Item 4a is not in California Do not list a P.O. Box 578 Washington Blvd #590	City (no abbreviations) Marina Del Rey	State <b>CA</b>	Zip Code 90292

**5. Manager(s) or Member(s)**

If no managers have been appointed or elected, provide the name and address of each member. At least one name and address must be listed. If the manager/member is an individual, complete Items 5a and 5c (leave Item 5b blank). If the manager/member is an additional managers/members, enter the names(s) and address(es) on [Form LLC-12A](#).

a. First Name, if an individual - Do not complete Item 5b Mackenzie	Middle Name	Last Name Thoma	Suffix
b. Entity Name - Do not complete Item 5a			
c. Address 578 Washington Blvd #590	City (no abbreviations) Marina Del Rey	State CA	Zip Code 90292

**6. Service of Process** (Must provide either Individual OR Corporation.)~~CONFIDENTIAL~~**INDIVIDUAL** – Complete Items 6a and 6b only. Must include agent's full name and California street address.

a. California Agent's First Name (if agent is <b>not</b> a corporation) Elyssia	Middle Name	Last Name Musolino	Suffix
b. Street Address (if agent is <b>not</b> a corporation) - <b>Do not enter a P.O. Box</b> 555 South Flower Street, 24th Floor	City (no abbreviations) Los Angeles	State <b>CA</b>	Zip Code 90071

**CORPORATION** – Complete Item 6c only. Only include the name of the registered agent Corporation.

c. California Registered Corporate Agent's Name (if agent is a corporation) – Do not complete Item 6a or 6b

**7. Type of Business**

Describe the type of business or services of the Limited Liability Company

Film and digital content production

**8. Chief Executive Officer, if elected or appointed**

a. First Name	Middle Name	Last Name	Suffix
b. Address	City (no abbreviations)	State	Zip Code

**9. Labor Judgment**

Does a Manager or Member have an outstanding final judgment issued by the Division of Labor Standards Enforcement or a court of law, for which no appeal therefrom is pending, for the violation of any wage order or provision of the Labor Code?

 Yes  No**10.** By signing, I affirm under penalty of perjury that the information herein is true and correct and that I am authorized by California law to sign.

01/20/2022

Mackenzie Thoma

Member

Date

Type or Print Name

Title

Signature

## **EXHIBIT 36**

1                   UNITED STATES DISTRICT COURT  
2                   CENTRAL DISTRICT OF CALIFORNIA  
3                   WESTERN DIVISION  
4

5       MACKENZIE ANNE THOMA, a.k.a.      )  
6       KENZIE ANNE, an individual and      )  
7       on behalf of all others              )  
8       similarly situated,                  )  
9    ) Case No.  
10      Plaintiff,                          ) 2:23-cv-04901 WLH  
11   ) (AGRx)  
12      V.                                     )  
13   )  
14   )  
15   )  
16   )  
17   )  
18   VIDEO-RECORDED DEPOSITION OF:  
19   LARRY LERNER  
20   Tuesday, September 10, 2024  
21  
22  
23

3 Q. So your -- your testimony is that, regardless  
4 of whether a payment went to Lola March LLC or was going  
5 to Mackenzie Thoma individually, that they were treated  
6 the same?

7           A. Absolutely. They still go on her personal tax  
8 return.

9           Q. And so, there was no real differentiation in  
10          terms of the business income. If she obtained  
11          non-employee compensation as an individual or received a  
12          non-employee compensation through the LLC, there was no  
13          real distinction between the types of income --

## 14 (Overlapping speakers.)

15 A. Correct. Correct.

16 Q. Okay.

17 A. Single-member LLCs are treated as regular  
18 personal income.

19 Q. And can you turn to the next page following?

20 A. Page 9 is Fly By Night Films, Incorporated.

21 That one's to Lola March.

22 Q. Actually, the page -- the page before that.

23 A. The page before that is ICF Technology.

24 Q. And do you see an LLC noted as the payee or --

25 A. No, I don't. No, I don't.

1           Q. And so, that payment went to her as an  
2 individual independent contractor; is that correct?

3           A. Yes.

4           Q. Okay. Based on your services that you provided  
5 to Mackenzie Thoma and which -- which included services  
6 for Lola March LLC, what was the -- what was the primary  
7 source of income for Lola March LLC in 2020?

8           A. I don't think Lola March was even in a -- hang  
9 on one second. Let me -- I saw something earlier on  
10 this.

11           Okay. Look at the California Articles of  
12 Organization for Lola March. The entity number is  
13 202208 and so forth.

14           The "2022" means that it was established in  
15 2022. So Lola March didn't exist before January 13th of  
16 '22.

17           Q. Were you at all involved in the formation of  
18 Lola March?

19           A. No, I wasn't. She had someone else do that.

20           Q. Did you talk with Mackenzie Anne Thoma about  
21 forming Lola March or why she did?

22           A. No, I did not. I mean, I was surprised that  
23 she had formed it and not told me about it.

23           A. She ignored us. And all she kept doing was  
24 calling and saying, "Where's my tax return? Where's my  
25 tax return? I need my tax return. I have to get it to

45

1 the bank."

2               I said, "Not so fast. We are not done figuring  
3 out what the true numbers are."

4               "No, I need it right now. I need it right  
5 now."

6               "Nope, you're not getting it right now."

7               Q. So, looking at these deductions and her tax  
8 returns, is it fair to say that the deductions that  
9 Kenzie would take for any particular category are  
10 basically interchangeable expenses between herself  
11 personally as a sole proprietor, Lola March LLC, and  
12 Kenzieland LLC?

13           A. Yeah. It's all one and the same.

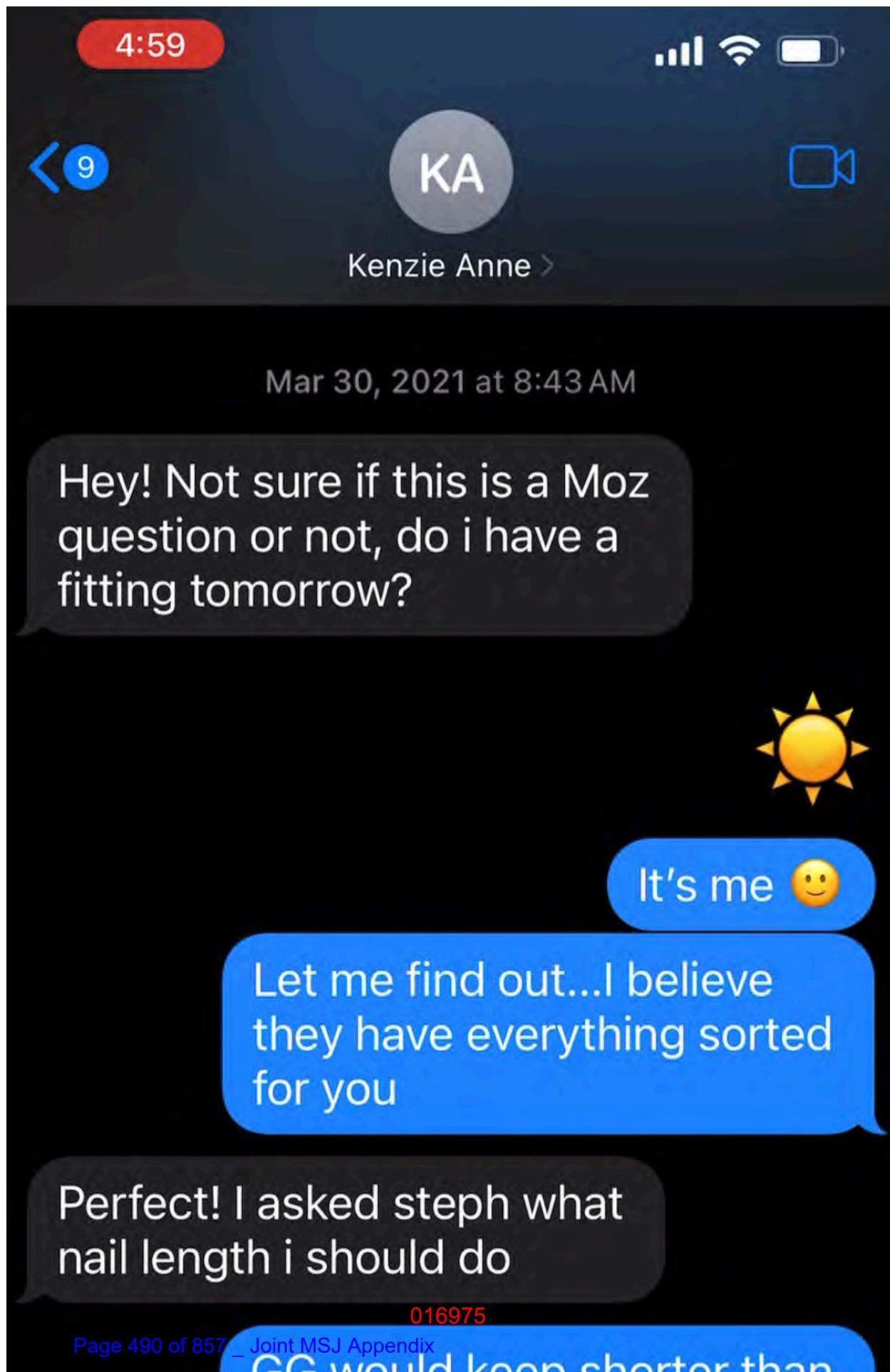
14           Q. Thank you.

15               Can I ask you a little bit about your  
16 credentials?

17           A. Yeah. What would you like to know?

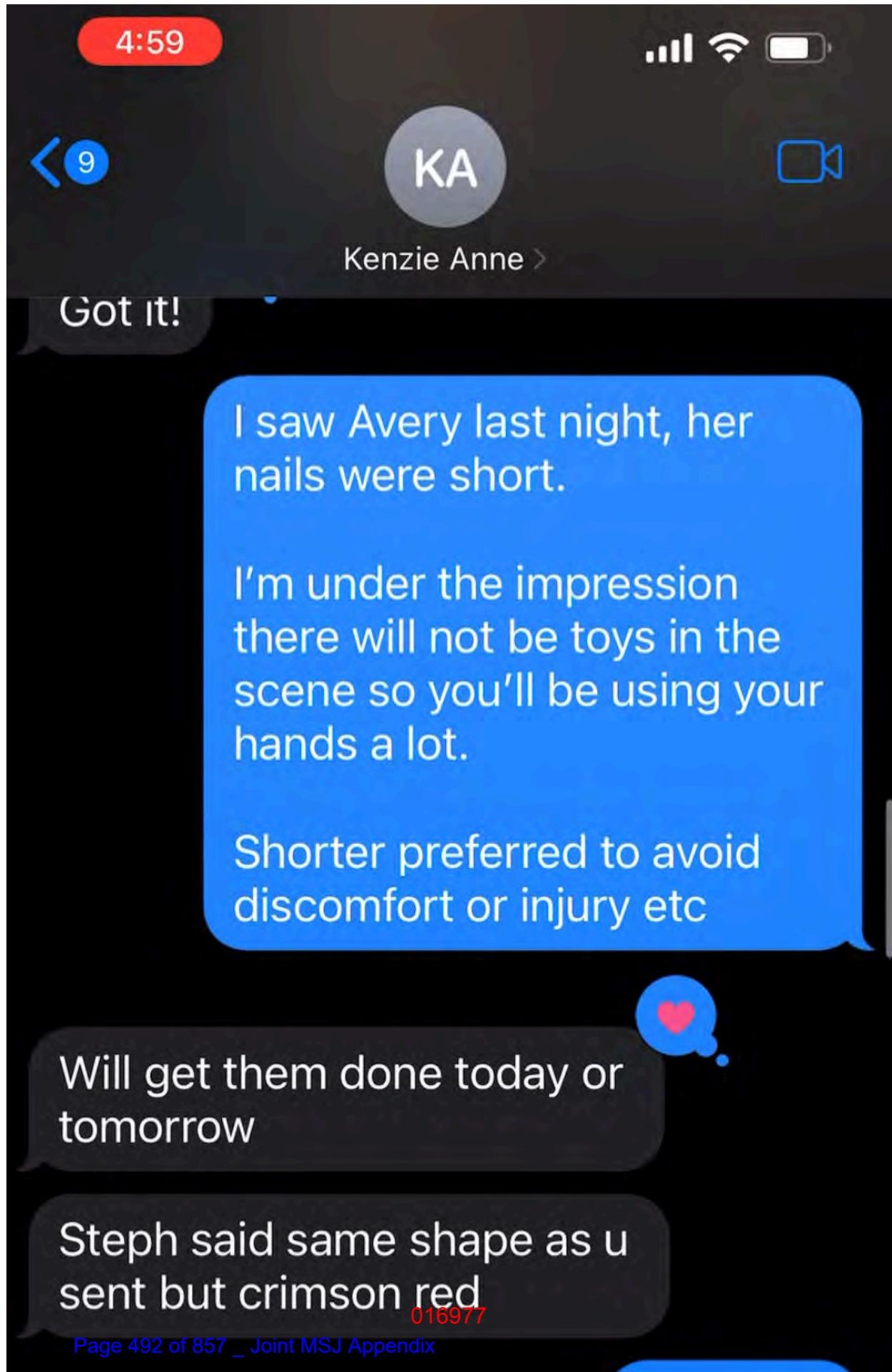
18           Q. What is the the -- how would you state your

## **EXHIBIT 37**

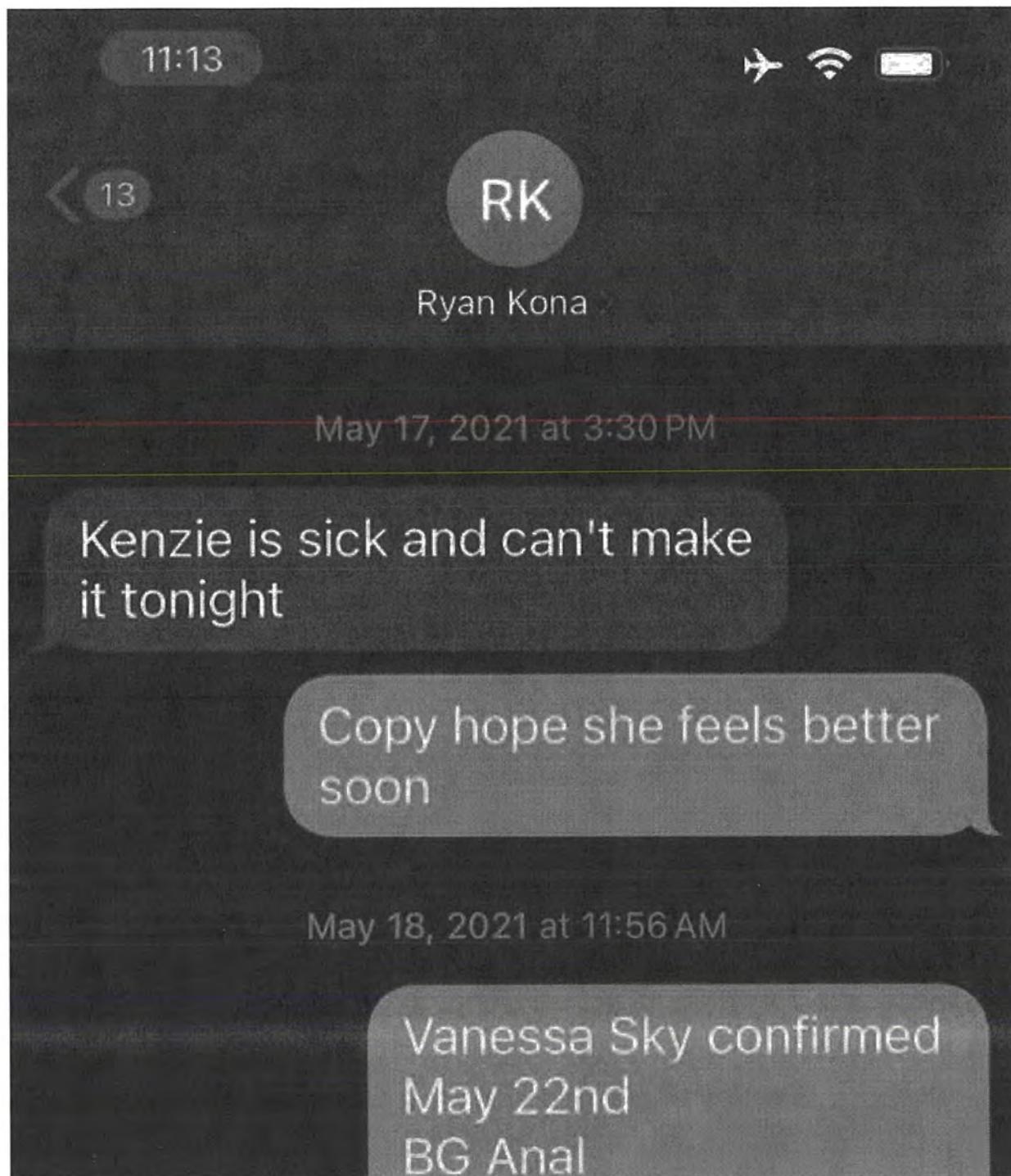


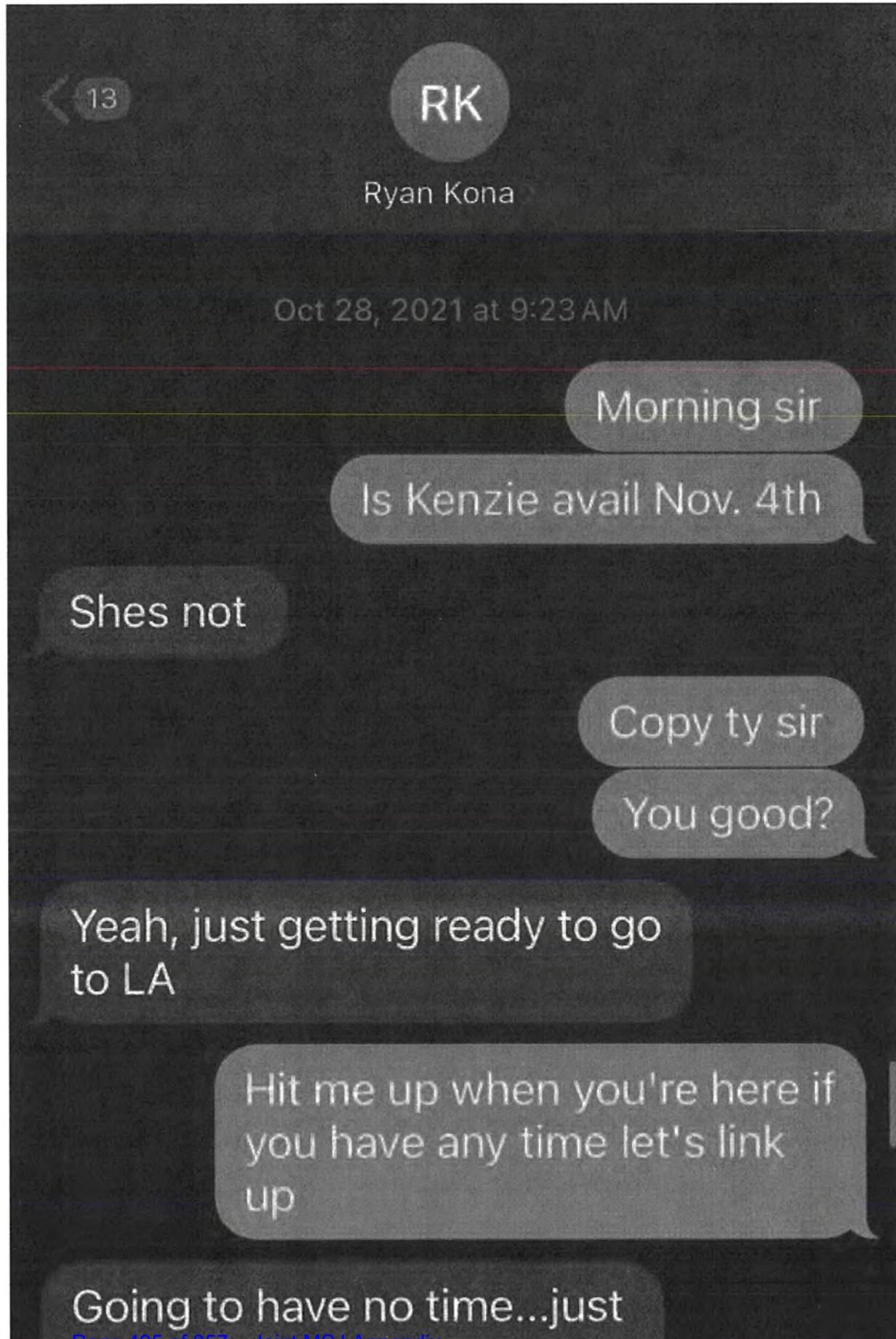
016975

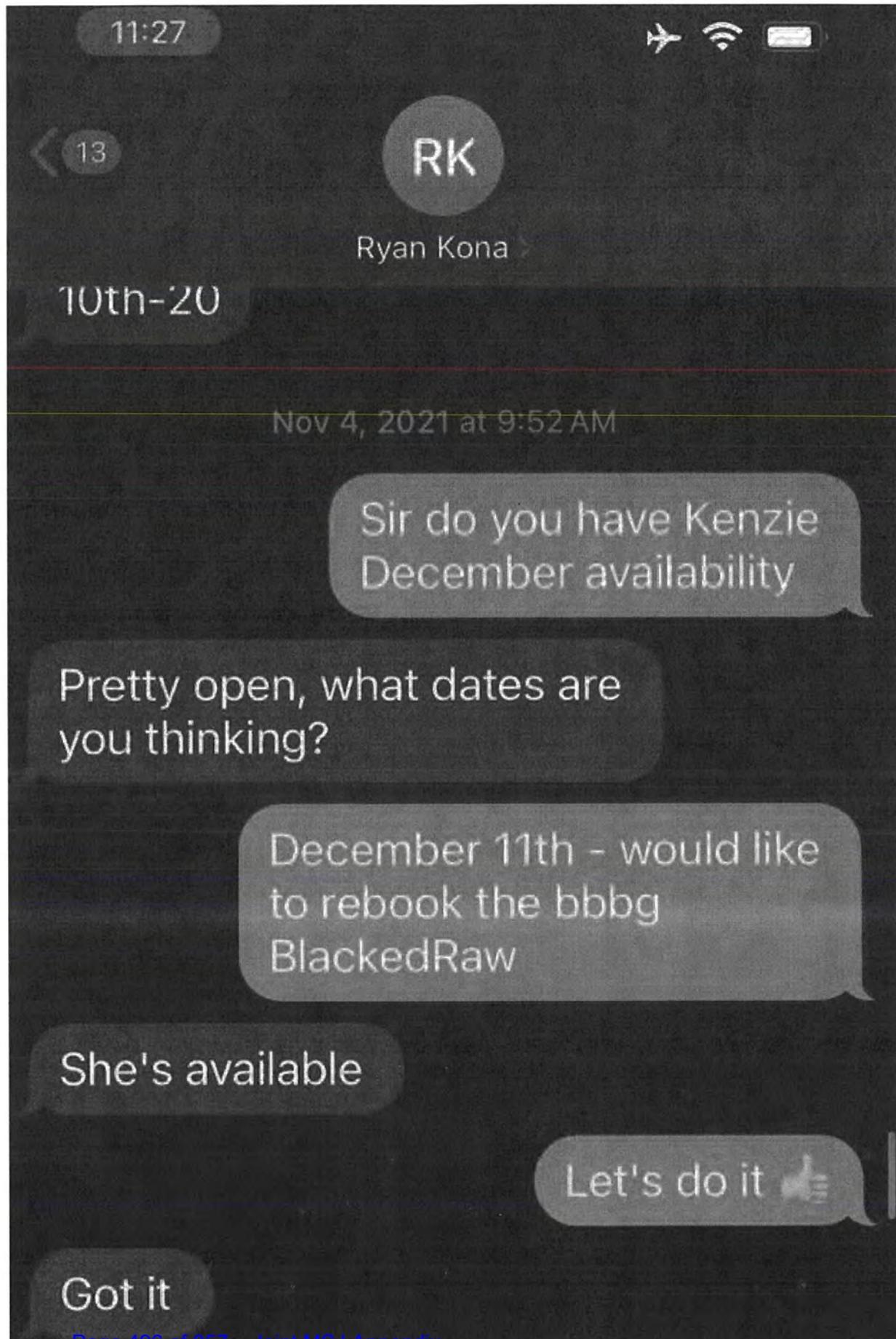


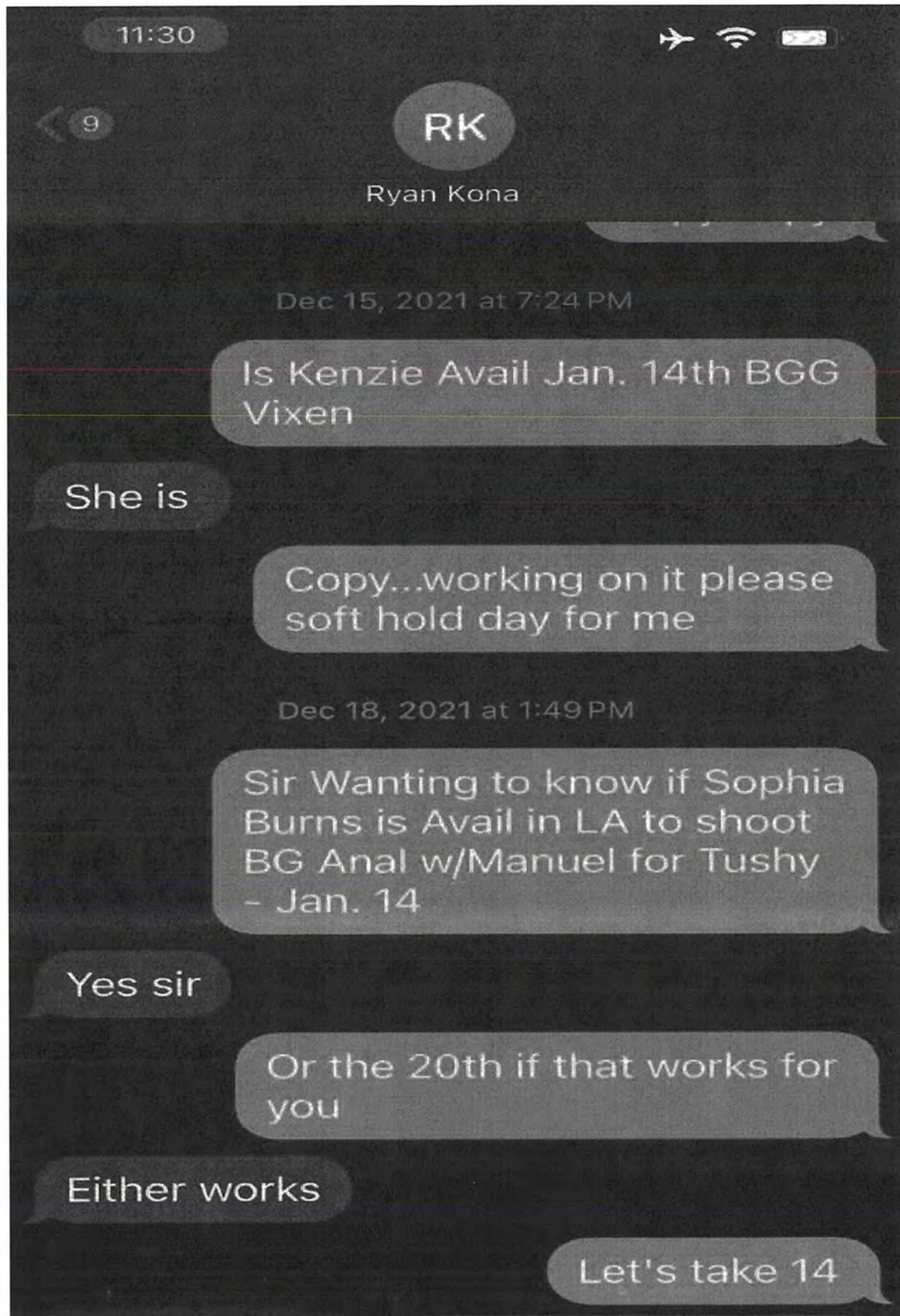


## **EXHIBIT 38**









Apr 1, 2022 at 4:10 PM

Can Kenzie do April 29th ?

looks like she is out of town  
then

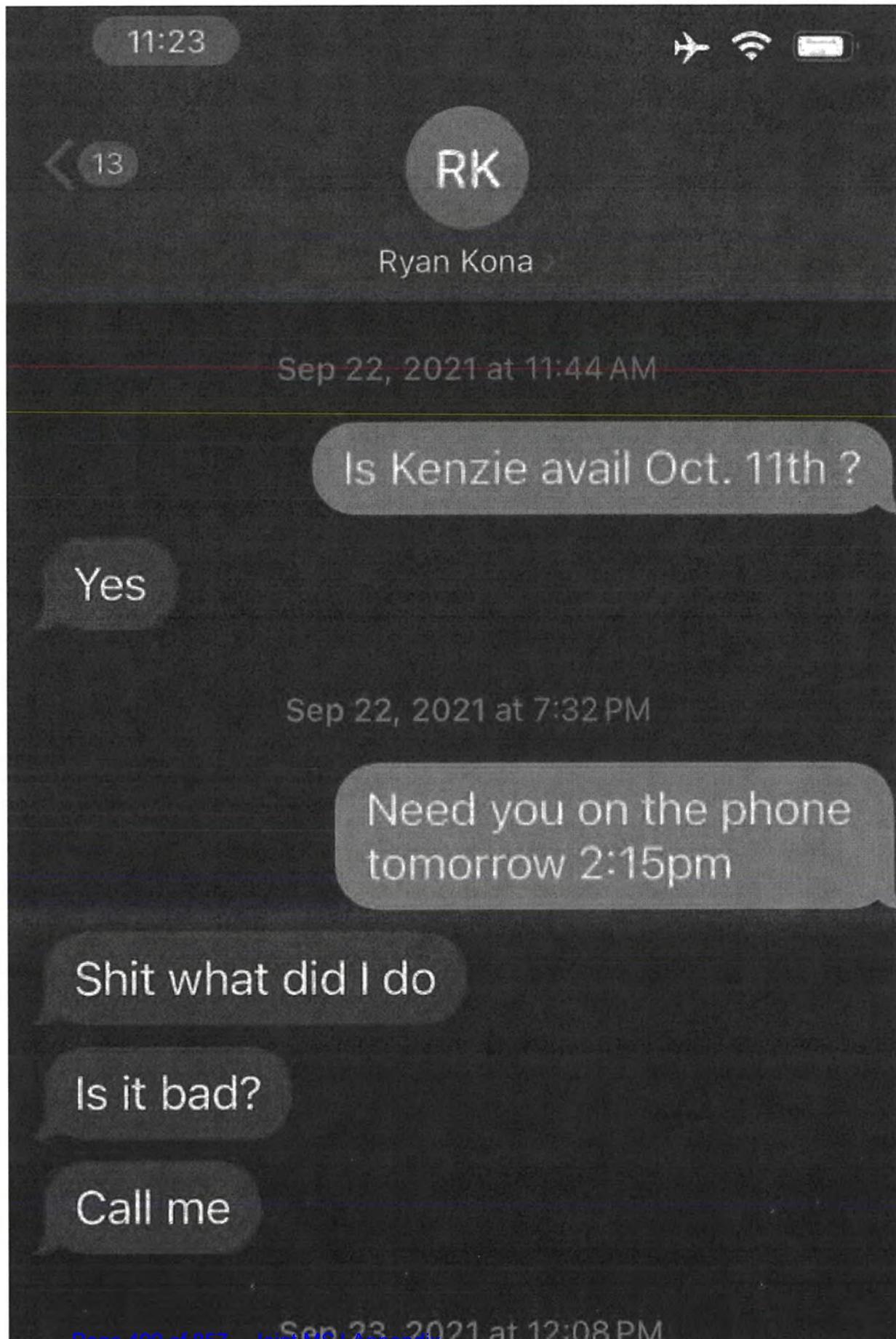
Copy can I get avail April/  
May dates please sir

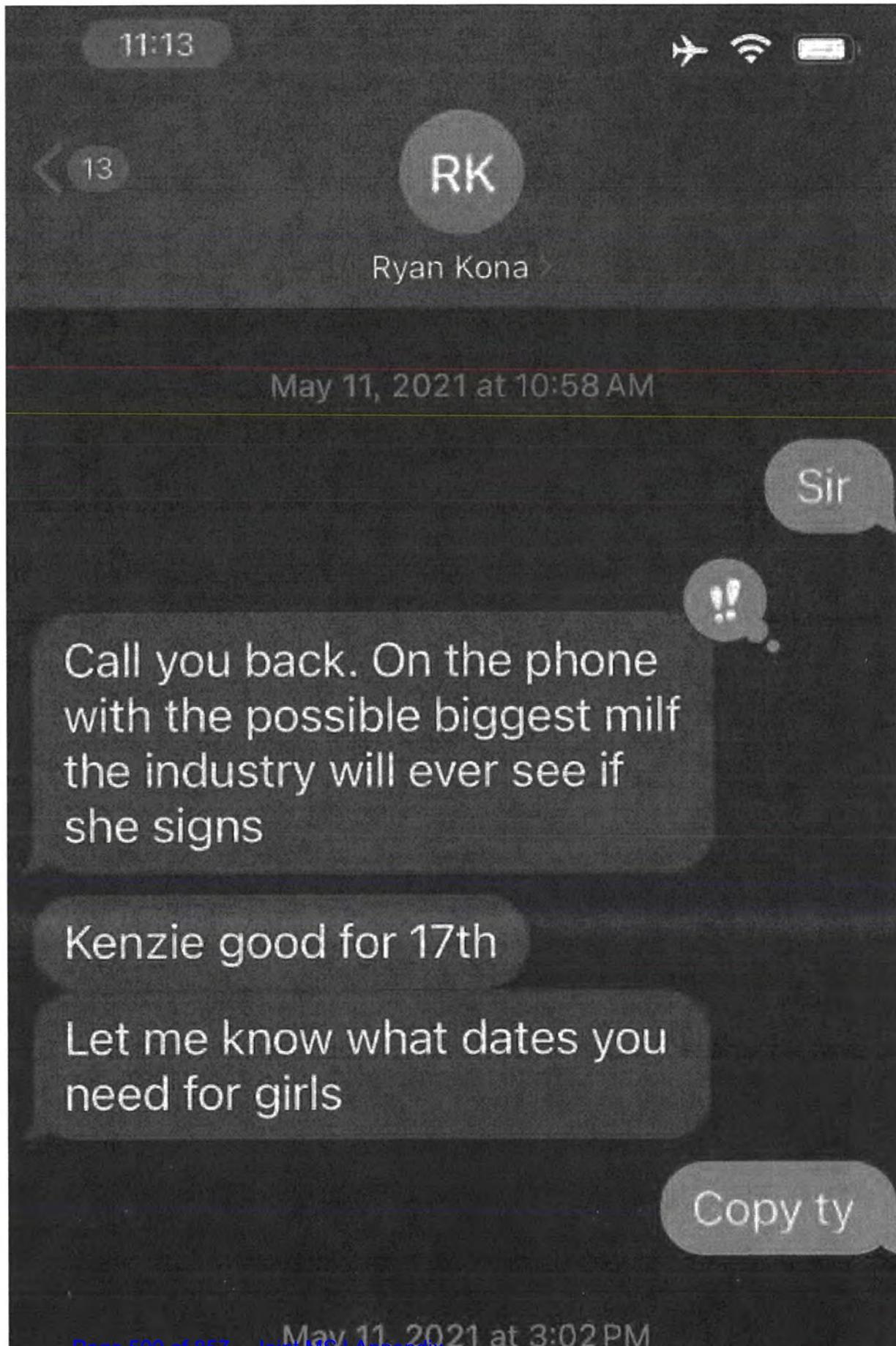
4/16,17  
5/1-6, 13-15, 20-30

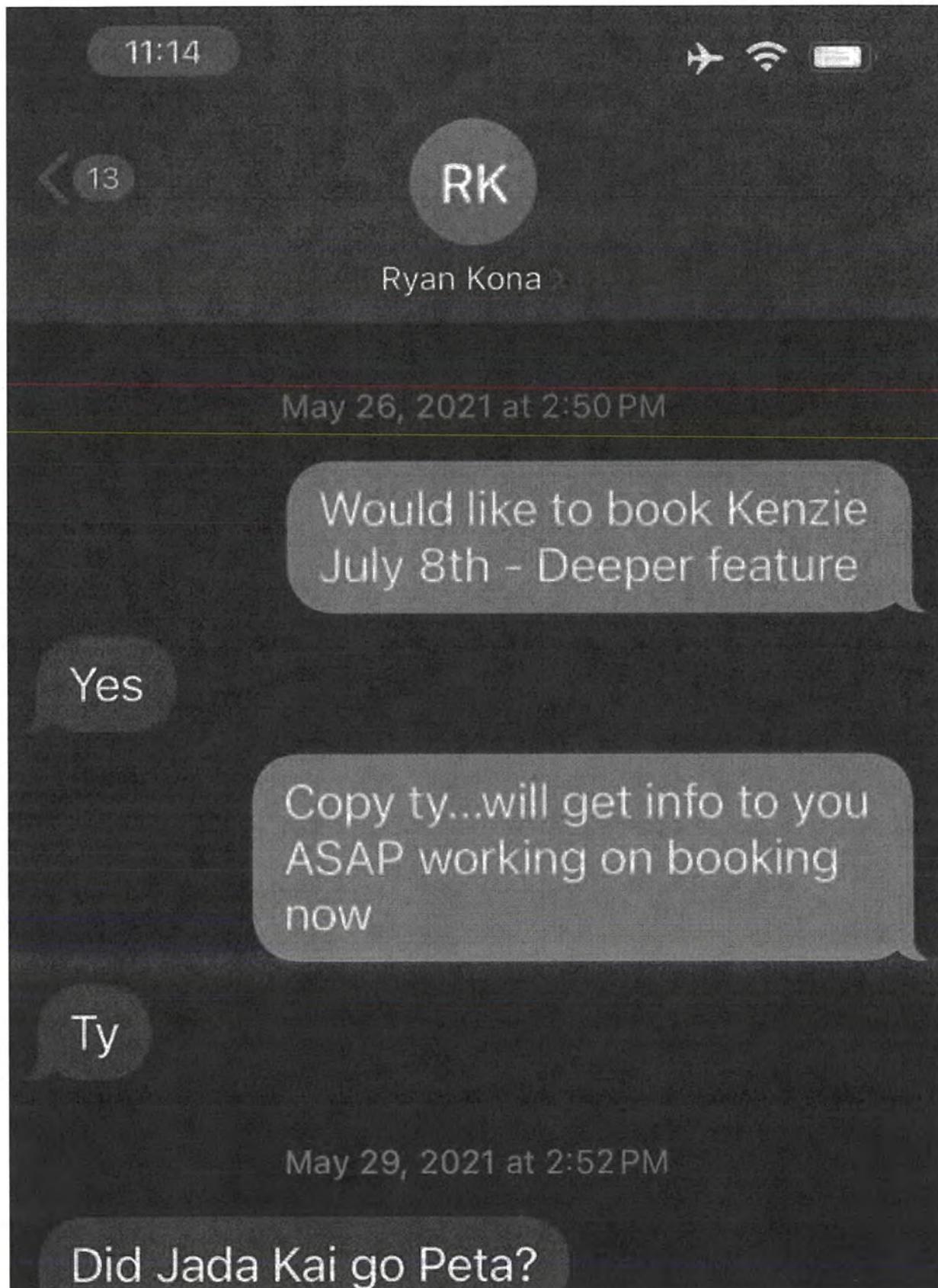
15-18 Easter holiday

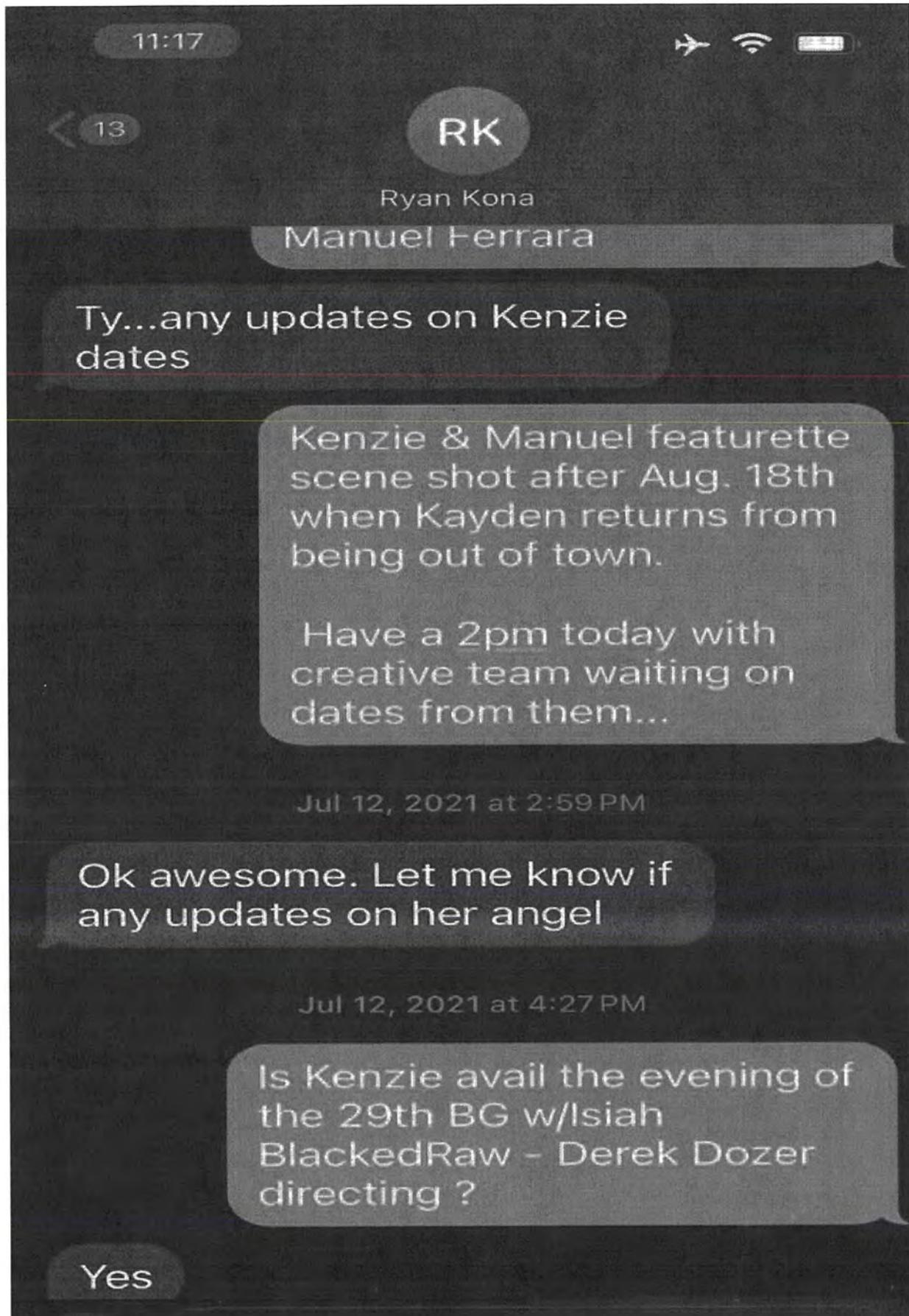
May 3rd Kenzie?

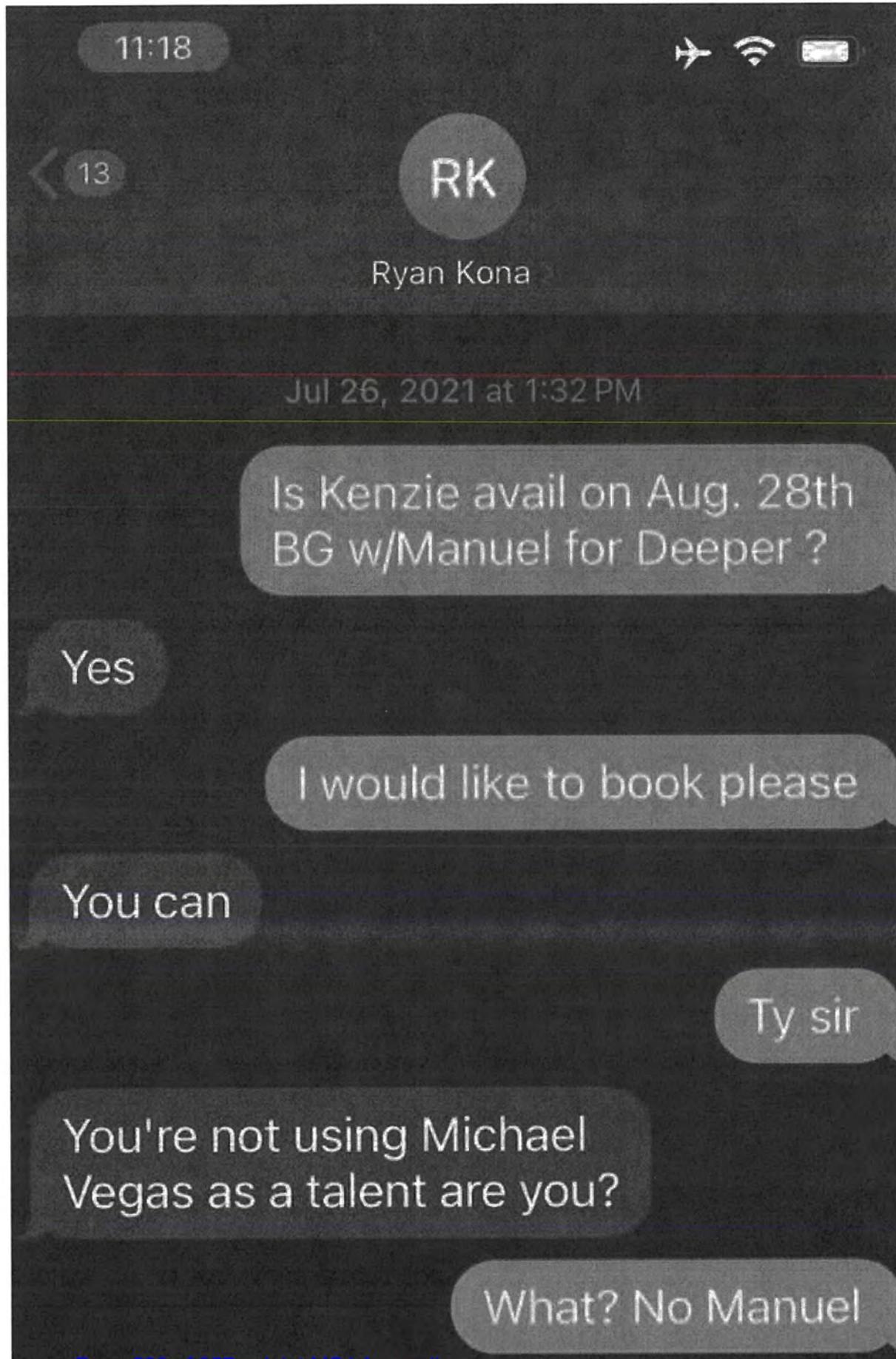
Yes

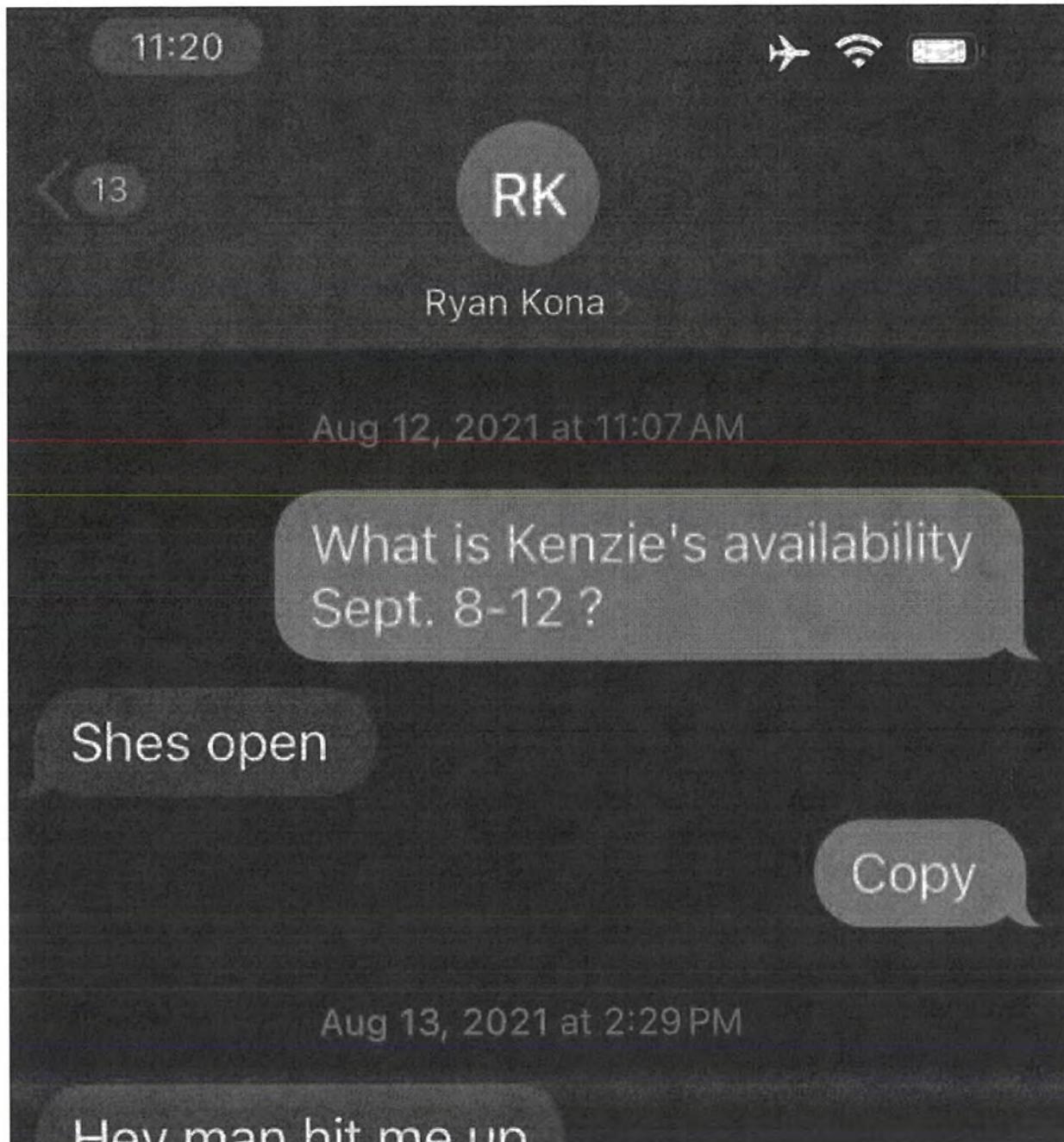


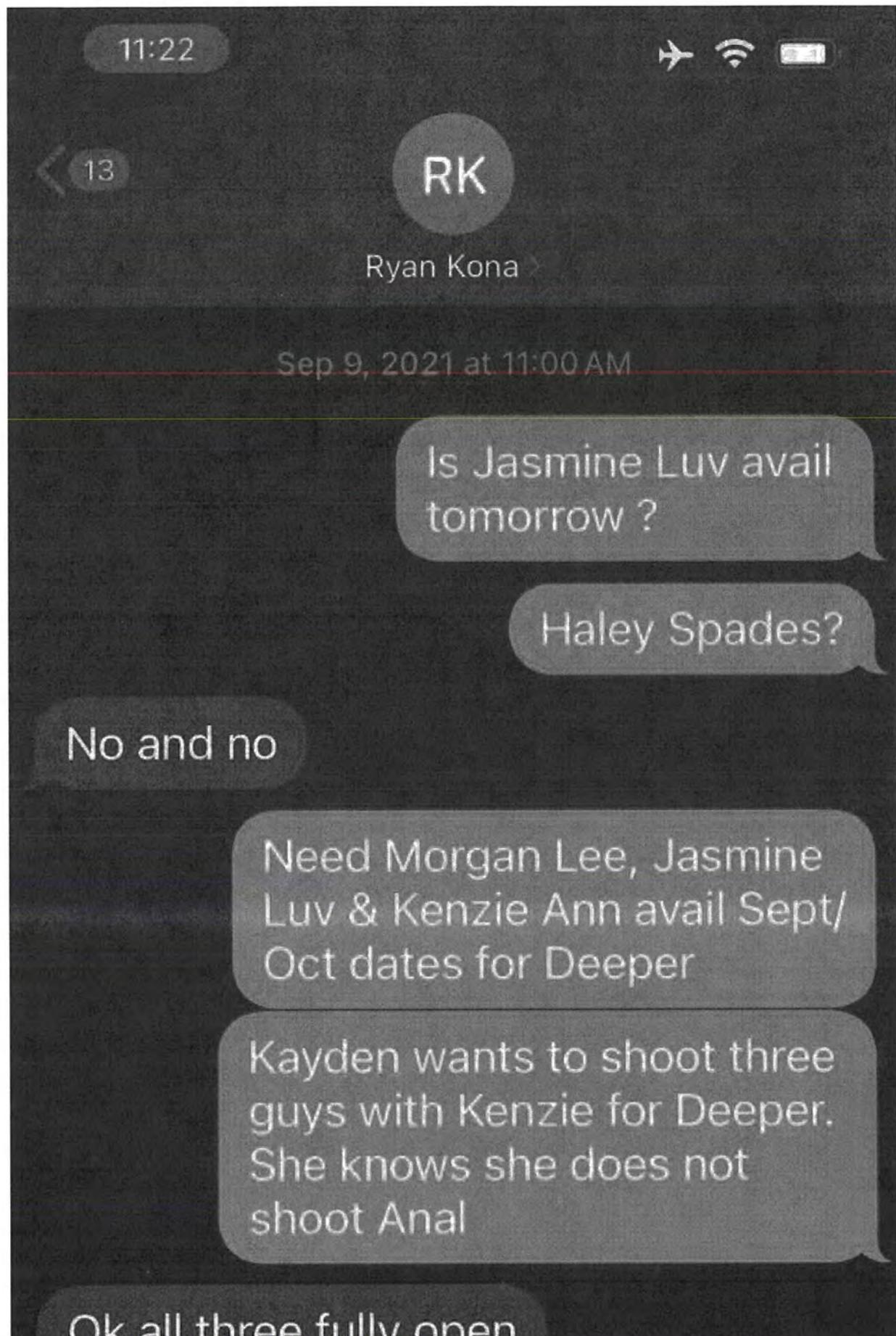




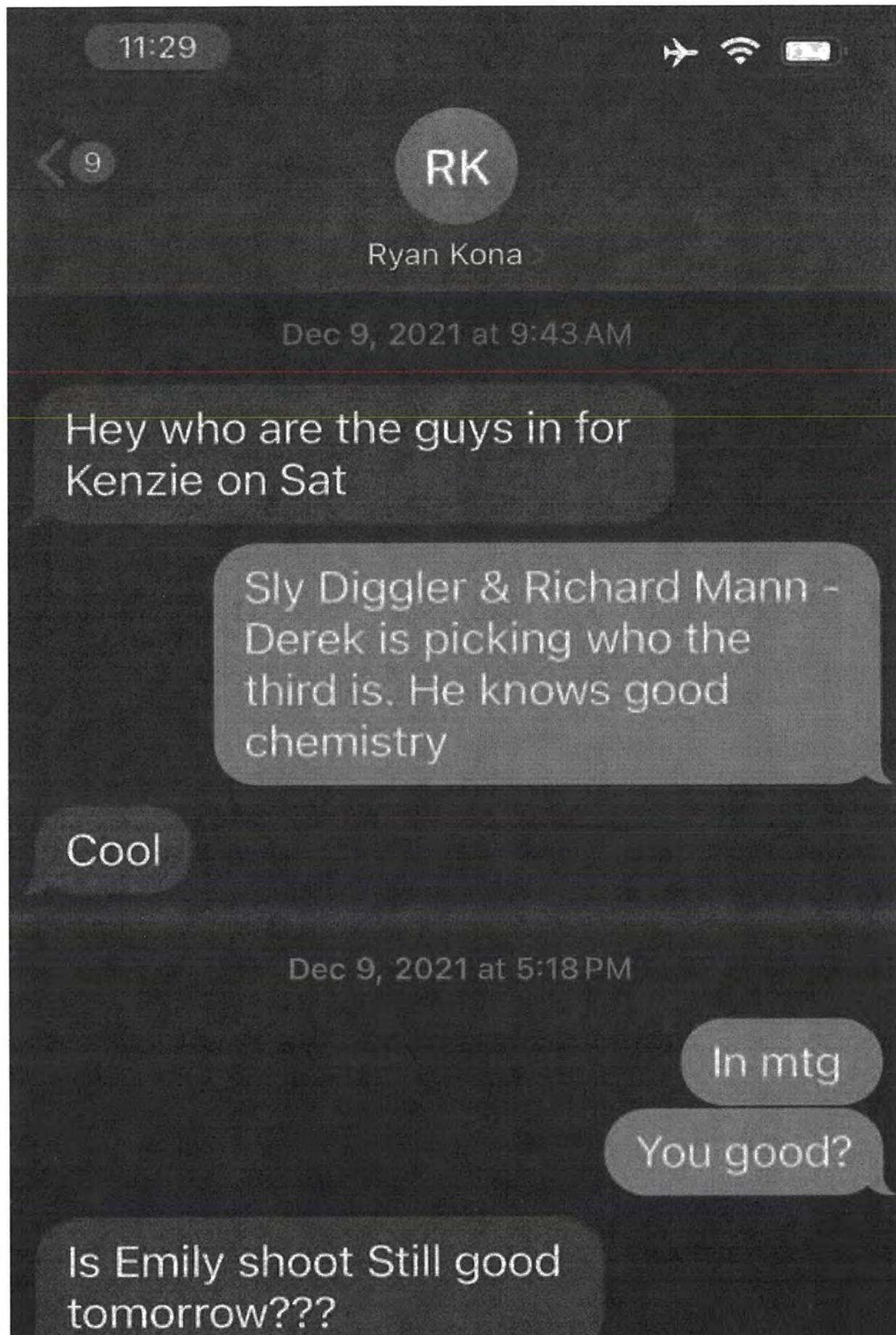








## **EXHIBIT 39**



Apr 2, 2022 at 10:34 AM

Would like to book Kenzie  
May 3rd Slayed

Yes with who

GGG working on it now

HA  
HA

I have options !!!

Lol

I know I know

It's not like we don't have the  
hottest girls out there lol

Apr 4, 2022 at 10:18 AM

They said they already shot  
her angel photos and were  
talking about a joint  
announcement...I'm really  
not sure about this one

Apr 28, 2022 at 5:47PM

Have a Slayed with Kenzie coming up on the 3rd.

There is going to be a stripper pole in the scene. Can you make sure she's ok with that. Want to make sure she doesn't have a phobia or anything like that



Yup all good

4pm need Kenzie on a call with marketing

That's fine...aria callsheet coming?

Copy

Hey still no aria callsheet

KGB have a good connection  
I want to keep them working  
together. He's on the 12th



Great

Booking a BGGG - does  
Kenzie work with Jax?

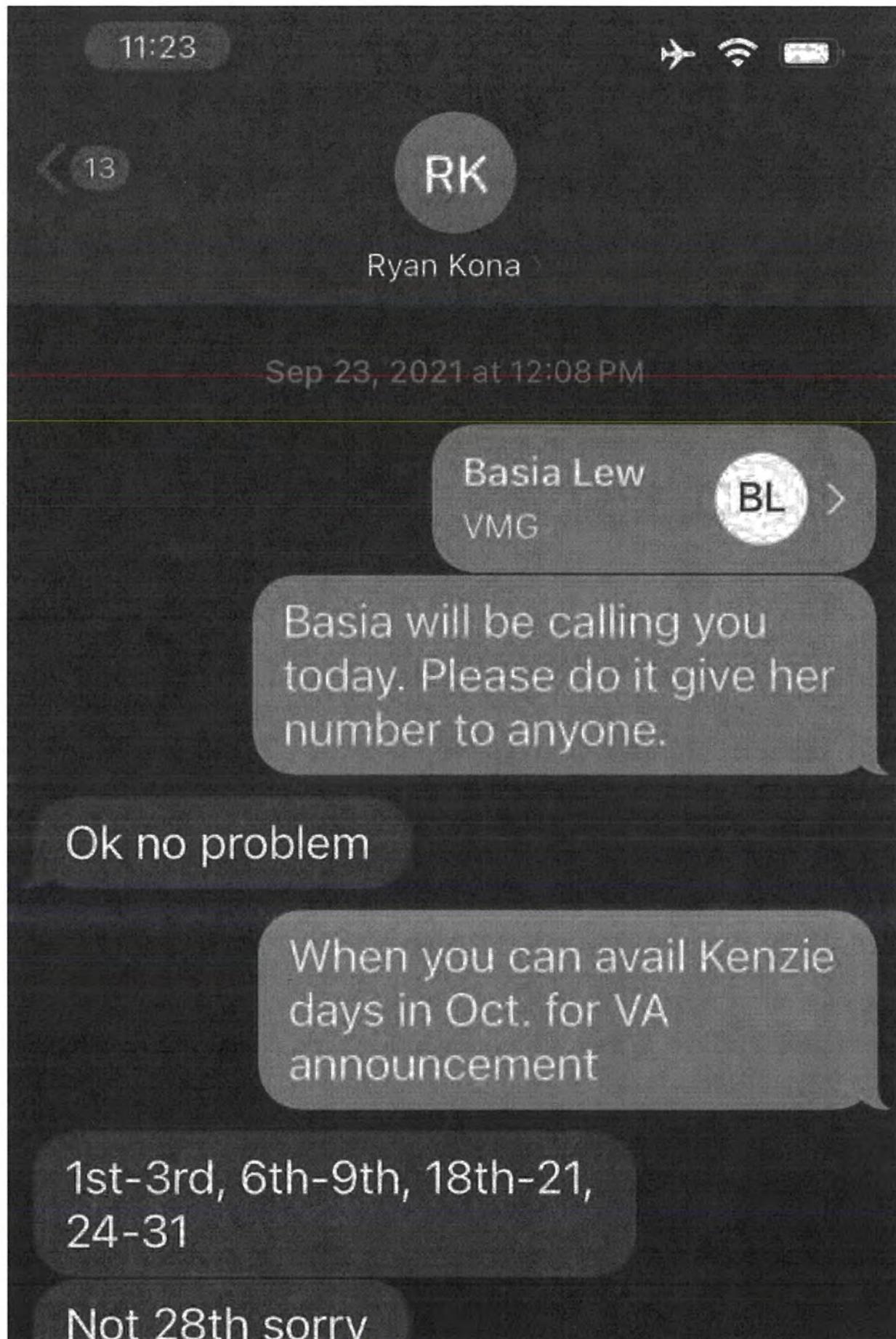
She can, who are the other  
girls

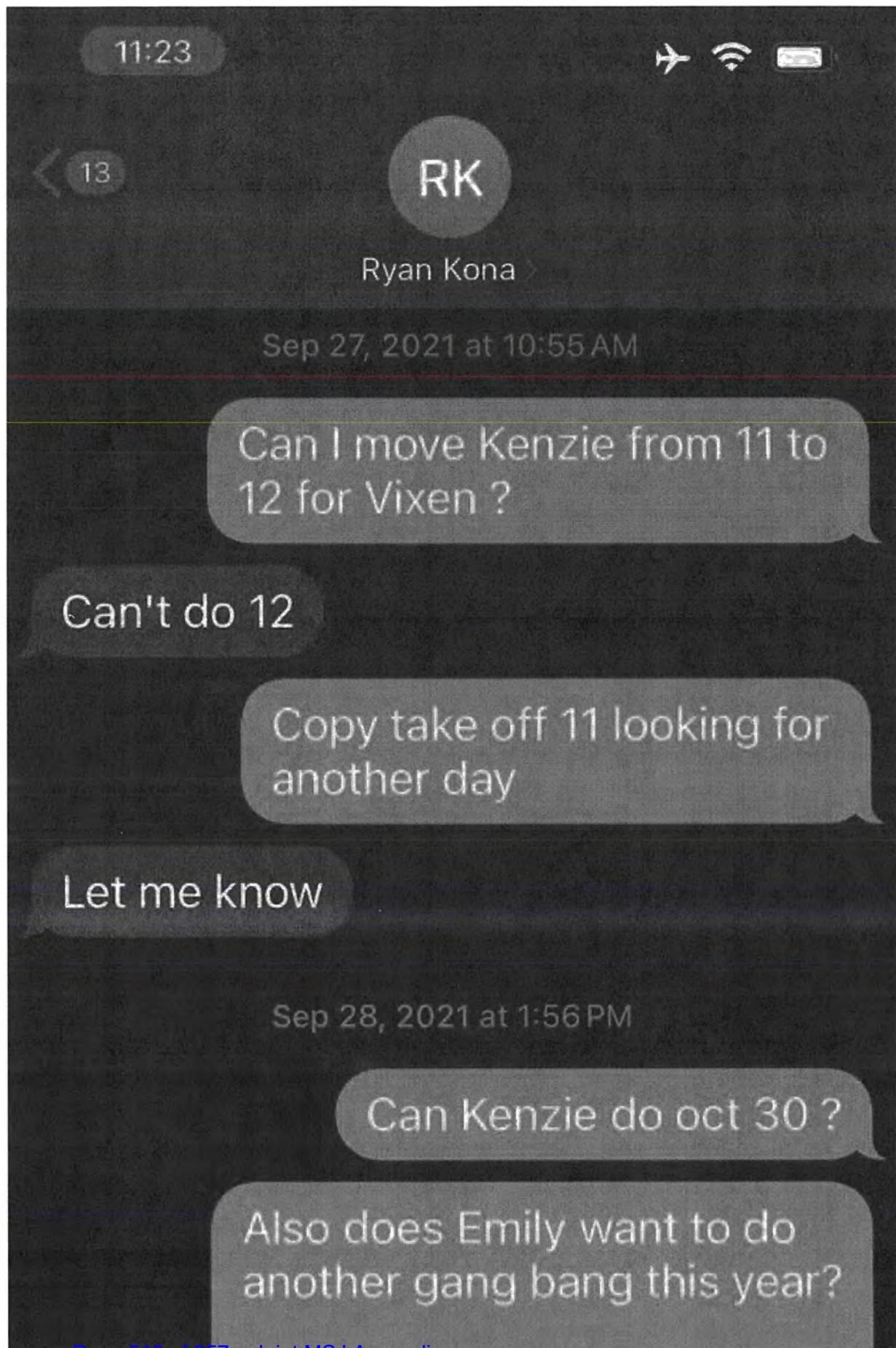
Don't have the others  
booked yet.

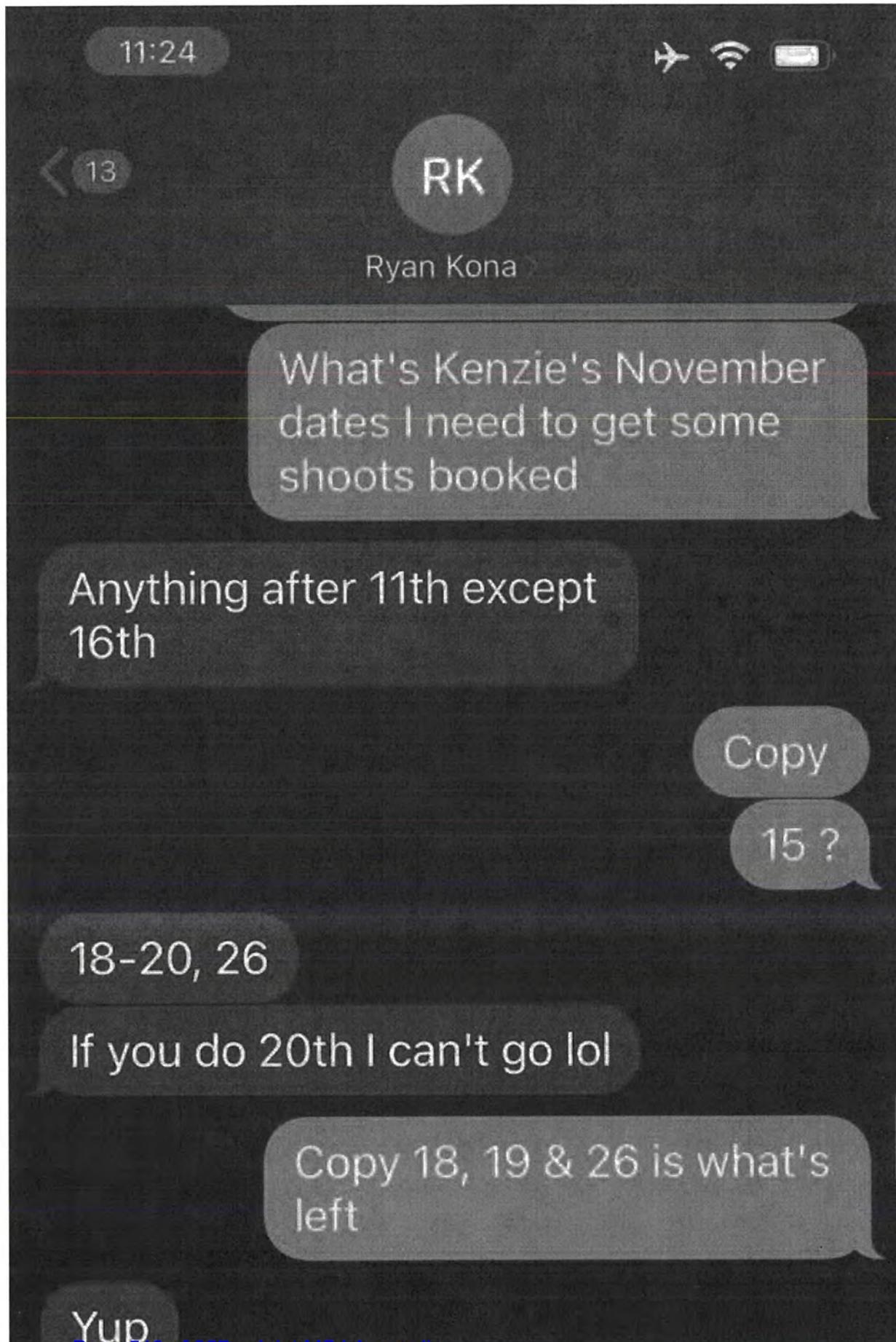
Lexi Sample available

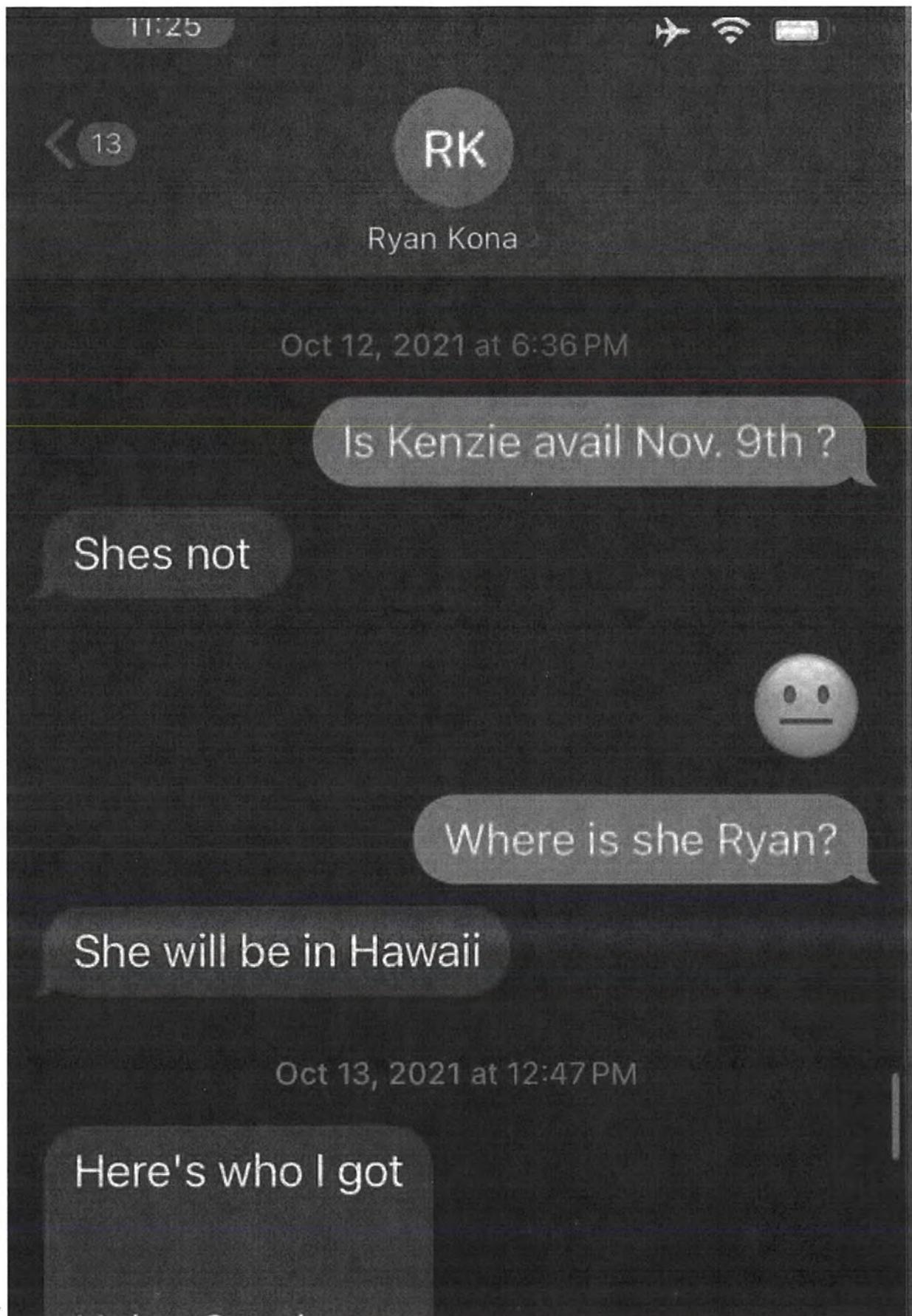
Melissa Stratton

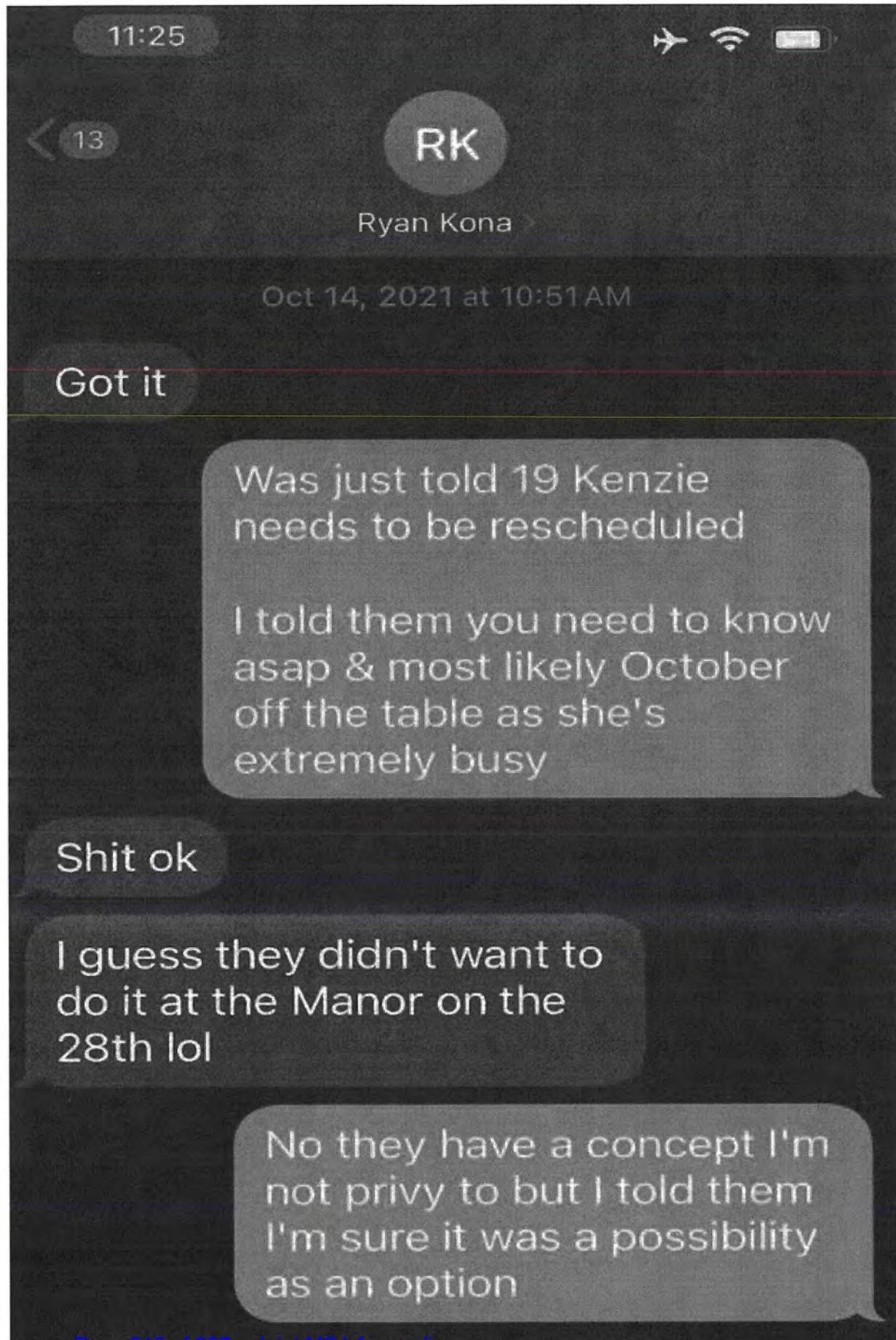
I have a month will let you  
know who they want. Kenzie  
will for sure be the focus per  
usual

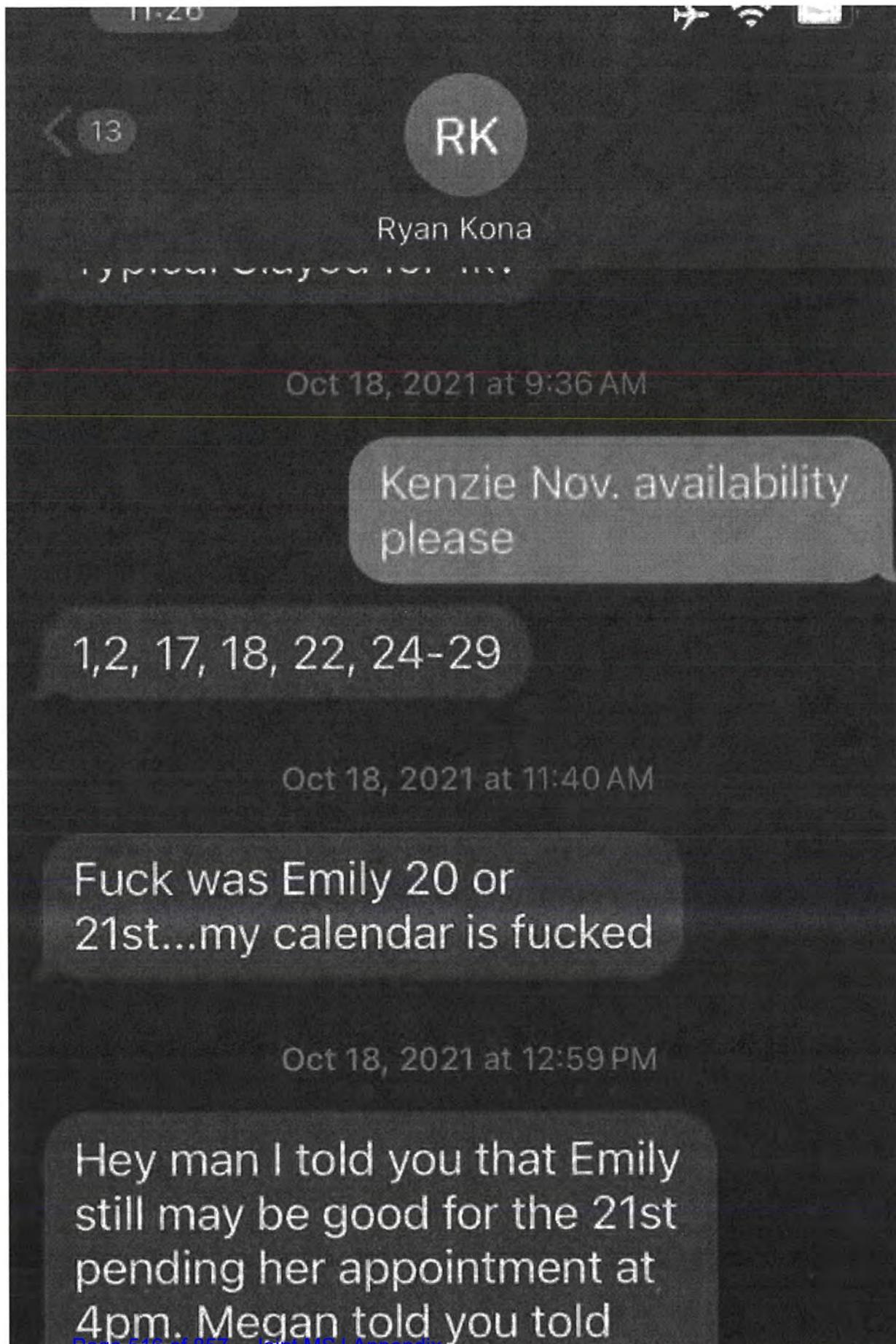












## **EXHIBIT 40**

CONFIDENTIAL



Courtney [REDACTED]

## Fwd: Kenzie Anne x Vixen

[REDACTED]

Stephanie [REDACTED] >  
To: Courtney [REDACTED] >

Thu, Jul 25, 2024 at 12:52 PM

----- Forwarded message -----

From: Matt [REDACTED] >  
Date: Thu, Nov 12, 2020 at 12:02 PM  
Subject: Fwd: Kenzie Anne x Vixen  
To: Stephanie [REDACTED] >

Begin forwarded message:

**From:** Chris Applebaum <[chris@chrisapplebaum.com](mailto:chris@chrisapplebaum.com)>  
**Date:** November 11, 2020 at 9:08:16 AM PST  
**To:** Mike Miller [REDACTED]  
**Cc:** misskenzieanne@gmail.com, Eric Galen <[eric@sevnagency.com](mailto:eric@sevnagency.com)>, Matt [REDACTED]  
[REDACTED], Alexandra [REDACTED] Steve [REDACTED]  
**Subject: Re: Kenzie Anne x Vixen**

Mike & Team,

Good morning and Thank You for the warm welcome. It's a distinct pleasure to have this opportunity to create something truly memorable with you. Kenzie could not be more enthusiastic to work with VMG as this is a dream come true for her. Thank you again for having her.

To kick off things from our side, let me serve up a few entrée items...

### DATES

We are clear from Nov 30 on...

### TALENT

In terms of talent for Kenzie's Vixen debut, she has a short list of possibilities that we'd love you to consider. This is without any idea of availability, etc., but if Kenzie could have her dream team it would be 2 of the following:

Gianna Dior  
Emily Willis

Haley Reed  
Lika Star  
Tori Black  
Jill Cassidy  
Natalia Star  
Jessa Rhodes  
Adria Rae  
Naomi Swan

Once again, these suggestions are without knowing about any of the logistics on your side, availability, branding concerns, etc. So consider this list as a springboard to work from - for further collaboration.

## PRODUCTION

I think it would be helpful if we could have a chat today or Thursday about production specifics so I can better orient the creative to your resources. On the call you mentioned that you have a DTLA location for a few more weeks, which would be great for us to take advantage of. In general, I like to have a small crew so we can move fast. I both Direct and DP everything myself along with 2 assts (camera + general PA). Everything is lit so it pops (even interior daylight scenes). I like having great Hair & MU and have options that are super-affordable. I don't want to weigh this email down with logistics so let's sidebar on that...

## CREATIVE PART I

I think our brands are aligned under the vision of 'high end luxury art porn' that's more on the erotica side. Fusing this sophisticated, elevated look with Kenzie's insatiable desire for pleasure, very explicit sex, and making bodies look like the slickest, shiniest car commercial is where my head is at. While this is the Fantasy, the Vixen brand always has a story to set everything up. I think Kenzie's real-life story is great - simultaneously a fashion model and secret cam girl - until she decided one day to say fuck it and just shoot porn. I imagine a set up where (hypothetically) Gianna and Emily are getting ready for an elegant event (award show), wearing evening gowns. Chic. Yves Saint Laurent vibes. Red lips. Glossy red nails. Emily's friend Kenzie is going to pick them up in her Uber Black so they can all go to the event together. Since Gianna hasn't met Kenzie yet, she asks Emily to tell her a little more about her. Emily takes out her phone and shows her Kenzie's Instagram, explaining that she wants to get into porn and it will be fun for two pro's to give her advice. As the doorbell rings, Gianna asks (not in a bitchy way) if she's got what it takes to really make it. After all, it's not all about good looks...

Kenzie enters and the three look gorgeous together. "So this is the fashion model that wants to do porn?" Gianna asks. Let's just say that they leave the Uber in the driveway for the next hour as Gianna and Emily initiate Kenzie to see if she's got what it takes. This is a set up to have Kenzie need to "prove" herself to both Gianna and Emily. I imagine the sex to have a tinge of Andrew Blake...high heels and pearl necklaces stay on the whole time. One of the girls may simply hike up her dress but leaves it on. Kenzie ravages Gianna and Emily in impressive fashion but the initiation isn't complete. The girls need to see how far this fashion model will take it. Gianna and Emily brandish dildos, Kenzie shows them her impressive skills at blow jobs, and the two treat Kenzie to a dildo double-penetration in a final, memorable scene. In a perfect world this would be done with Kenzie standing, her hands steadyng her while she holds onto a chandelier. We can work on this more if this isn't a possibility, but whatever the art direction, it should be clear to everyone by the end of this scene that Kenzie is certainly ready for the big stage...

## CREATIVE PART II

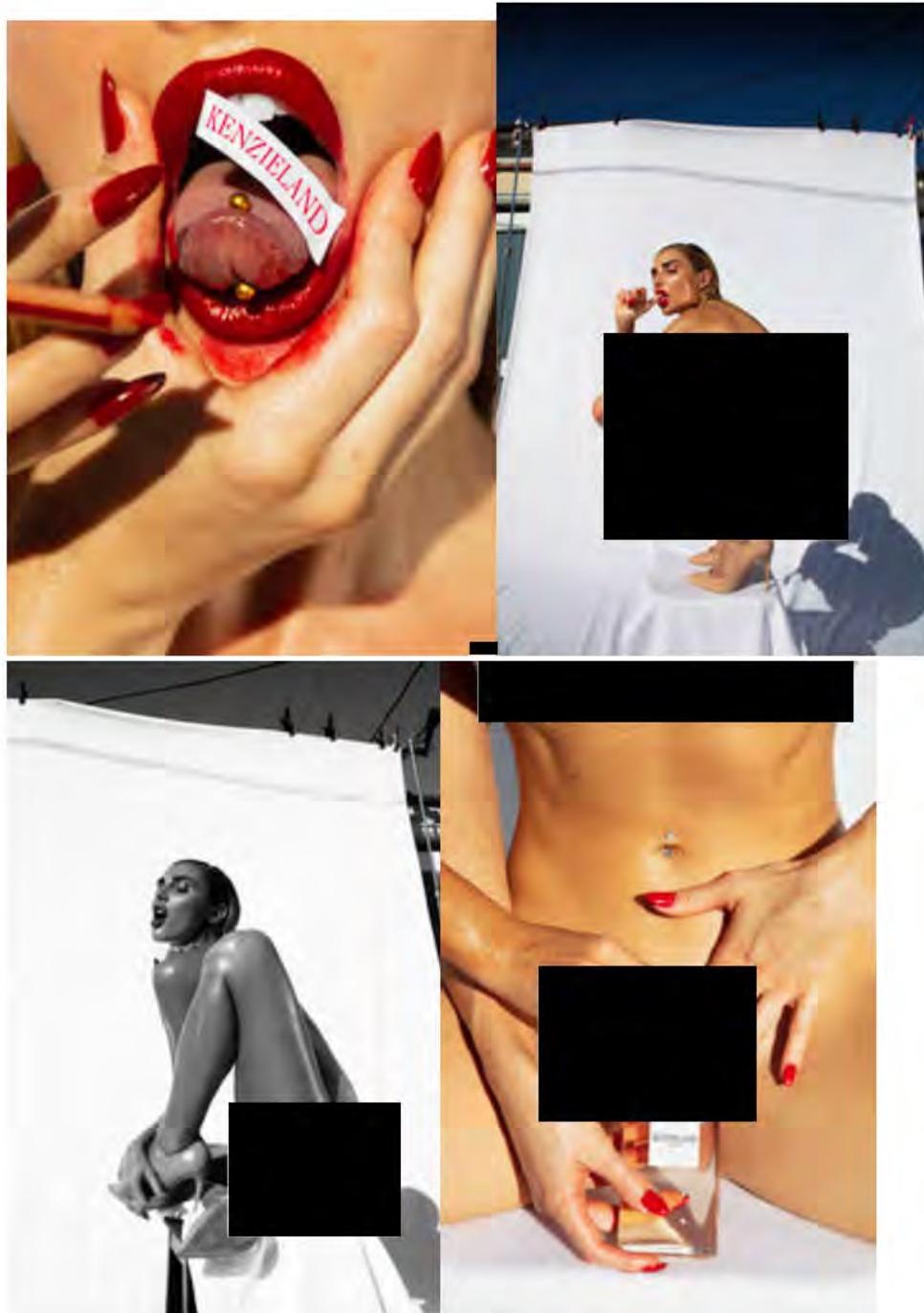
As we mentioned on our call, Kenzie would certainly love to do a B/G scene to follow, especially with a Black performer (she's a subscriber to Blacked - her favorite). I feel like this could potentially link to this Premiere scene if we continue with the 'fashion model secret cam girl' theme. For instance, Jason Luv is back from work, sits down on his couch with a drink and finds Kenzie's cam show. He's dressed in a black tailored suit, like he runs a record label. He's blown away with Kenzie and since it's a 2-way cam-

chat where Kenzie sees Jason...she's in luv. Jason asks her why she doesn't do porn and when Kenzie tells him she doesn't have any connections in LA, he lets her know he can help...

As I mentioned before, these creative ideas are to get the ball rolling, and I'll look forward to your comments and notes. I know you've seen a lot of Kenzie but I included a couple of new images we're about to release for her new G/G OnlyFans KENZIELAND so you can have more specific visual references for what I describe as 'high end luxury art porn'. Looking forward to pushing the conversation forward!

All the best,

Chris



CHRIS APPLEBAUM  
CHIEF CREATIVE OFFICER  
EATS MEDIA GROUP



On Nov 10, 2020, at 3:44 PM, Mike Miller [REDACTED] > wrote:

Hi Everyone,

On behalf of my partner Steve, myself and everyone at Vixen Media Group I want to give a warm welcome to Miss Kenzie Anne and Mr Chris Applebaum for putting their faith in the Vixen team to make this exciting project a reality. This is an amazing way to end the year and Kenzie is a perfect fit for the Vixen brand!

As discussed on our call last Friday, this email will serve as the official kick off to the project for VMG creative team and Chris leading the way with treatment.

For reference, the following people from last week's call are included on this thread:

Kenzie Anne - @misskenzieanne  
Chris Applebaum - Director  
Eric Gallen - Sevn Agency

Matt [REDACTED] - VMG Creative Director  
Alexandra [REDACTED] - VMG Marketing Director

Looking forward to working with everyone on this!

Best,  
Mike Miller

--  
Co-founder  
Vixen Media Group



Courtney [REDACTED]

**Fwd: VXN STYLING: KENZIE x VIXEN**

message

To: Jessica [REDACTED]

Tue, Jun 18, 2024 at 12:55 PM

Courtney [REDACTED]

Begin forwarded message:

**From:** Lauren Bonner <laurenbonner101@gmail.com>  
**Subject:** Re: VXN STYLING: KENZIE x VIXEN  
**Date:** December 7, 2020 at 10:44:05 AM PST  
**To:** Stephanie [REDACTED]  
**Cc:** Haley [REDACTED] Matt [REDACTED]  
"chris@chrisapplebaum.com" <chris@chrisapplebaum.com>

Thank you Stephanie! See you tomorrow 11am studio city xx

On Mon, Dec 7, 2020 at 10:41 AM Stephanie [REDACTED] > wrote:  
Hello all,

After getting down and dirty with your feedback, I am confident we are truly on the same page! When pulling I was picturing Emily and Alina both in black and Kenzie contrasting and standing out! I am so glad you liked the metallics as those were my top picks as well!

We will edit the pull in the morning when we pick up to match with your selections and re-work the shoe pull too. After the fitting, we will return what does not work.

Really looking forward to meeting Kenzie tomorrow!

Our office address is [REDACTED] Just text me when you pull up to the grey gate and I will buzz you in. You can park anywhere in the first parking lot on the left.

Thank you!

On Mon, Dec 7, 2020 at 8:34 AM chris@chrisapplebaum.com <chris@chrisapplebaum.com> wrote:



Best,

Chris

On Dec 7, 2020, at 7:13 AM, Stephanie [REDACTED] > wrote:

~~CONFIDENTIAL~~

This is great, thank you so much! I'm going to go over everything in detail as soon as I'm in office this morning and get back to you with any questions.

Lauren, 11am fitting w/ Kenzie tmrw works perfect!

Thank you guys so much! Talk to you soon.

On Sun, Dec 6, 2020 at 10:47 PM Chris Applebaum <[chris@chrisapplebaum.com](mailto:chris@chrisapplebaum.com)> wrote:

Hey Stephanie

This is an amazing pull. You did an amazing job! Thank you for so many killer options.

Since you have a lot of lingerie and shoes/accessories in-house I will not worry about these categories as much but I'll give you feedback. Overall, accessories are a must and earrings, necklaces, bracelets, etc are critical because these are the only things that will stay on the whole film. I feel the vibe could also include a gold watch...or Rolex...something Alina or Emily could wear to signify their more "professional/successful" status compared to Kenzie.

For shoes, I've attached a jpg with a few things crossed out that I dislike. There are a few things that don't read High End enough (that's the problem with Prada it's so "of the moment") and another one - I feel the polka dots are too strong a statement and I wouldn't want to distract from opulent furs, for instance.

Dresses - You created a problem because I love almost everything. With that being said, I added X marks over ones I wasn't really loving. I also added a couple stars to ones I would love to see at the Fitting. Also, I don't see long sleeves. I feel this is a short sleeve vibe. More skin. I understand the concern with returns & restocking so the only thing I'd suggest is to pare down dresses in a certain category, such as black. I see black working for everyone, but especially Emily and Alina. It would be great for Kenzie to have something that pops/stands out a little more from the other 2. I keep thinking about a promo shot of the 3 girls with Kenzie in the middle. It could be as simple as Kenzie in the red fur coat while everyone else is in black. Or she's in a metallic dress or something with a sheen. Keep in mind Kenzie is bustier than the other girls. Since there are so many options I hope this gives you some insight as to my preferences and you can thin things out based on what you think will FIT the best, since it's all about seeing the dresses on...

Furs - I pared this down and eliminated a few options that didn't feel as opulent. Also, there's an ostrich feather one that has thin lines that will buzz on-camera so I put an X over that one.

Since there are so many details just call me with any questions. I'd rather we talk than go over-budget because you're guessing about something.

213.321.6215 - if I don't pick up text me and I'll call you back.

Once again, fantastic work!

Chris

<Lingerie.png>  
<Dresses 2.png>  
<Dresses 3.png>  
<Shoes 2.png>  
<Dresses 1.png>  
<Furs.png>  
<Shoes 1.png>

CHRIS APPLEBAUM  
CHIEF CREATIVE OFFICER  
EATS MEDIA GROUP

<Pink copy.jpeg>

On Dec 4, 2020, at 5:20 PM, Stephanie [REDACTED] >  
wrote:

Hello all,

Please check out this [Dropbox Link](#) to review the wardrobe selects from today's general pull. Let me know if you are feeling the direction and if you want more or less of anything in particular.

I will have to cut this pull down quite a bit otherwise it will be a fortune, so please star anything you love. Of course, evening gowns are tricky and will really be dependent on fit and they do not always have the best hanger appeal, but you can get the jist from the pics.

The lingerie we already own and have in-house. I will also bring plenty of Agent Provocateur lingerie not pictured in the folder. Same thing with shoes/accessories, we have TONS in our wardrobe closet in the office which I will bring to the shoot.

I absolutely love feedback so please let me know all your thoughts and feelings. I want to make sure I am on the right track. If possible, please let me know your thoughts by Monday at the latest.

Lastly, I would love to do a fitting with Kenzie at our HQ Tuesday, once I pick up the pull. Is that feasible?

I am so looking forward to this project and meeting you lovely people!  
Have a wonderful weekend!

Thanks,

Stephanie

--  
Thank you,

Stephanie [REDACTED]

Vixen Media Group  
[www.VixenBrand.com](http://www.VixenBrand.com)

## **EXHIBIT 41**

## studios : kenzieland.com

Movie Title	Label	Year	Rev	Buy
Afternoon Delight x Eats	kenzieland.com	2021		
Burning Desire	kenzieland.com	2021	X	
Came Back Haunted	kenzieland.com	2021		
Car Wash x Eats	kenzieland.com	2021		
Eternal Summer x Eats	kenzieland.com	2021		
Feather	kenzieland.com	2021	X	
Glass Sauna	kenzieland.com	2021		
I Only Lie When I Love You x Eats	kenzieland.com	2021		
Kenzie and Jax Slayer - the Worship Video	kenzieland.com	2021		
Lolita	kenzieland.com	2021		
Love To Love You	kenzieland.com	2021		
Maid 1	kenzieland.com	2021		
Maid 2	kenzieland.com	2021		
Maid 3	kenzieland.com	2021		
Match Point (II)	kenzieland.com	2021		
Mirror	kenzieland.com	2021		
Slave for Love	kenzieland.com	2021		
Sleepover x Eats	kenzieland.com	2021		
Too Busy Earning	kenzieland.com	2021		
Up	kenzieland.com	2021		
Vanna Bardot and Codey Steele Submit	kenzieland.com	2021		
Worship	kenzieland.com	2021		
Young and Beautiful	kenzieland.com	2021	X	

Showing 1 to 23 of 23 entries

Do another search...

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## **EXHIBIT 42**

## Kenzie Anne



Photo Copyright/Courtesy of  
vixen.com

**PERFORMER AKA**

Kenzie Ann  
Miss Kenzie Anne

**BIRTHDAY**

March 9, 1993 (31 years old)

**ASTROLOGY**

Pisces

**BIRTHPLACE**

Newbury Park, CA, USA

**YEARS ACTIVE**

2020-2024 (Started around 27 years old)

**WEBSITE**

Telegram

Official website

Playboy Centerfold

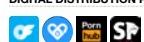
Twitch

Chaturbate

**SOCIAL NETWORK**



**DIGITAL DISTRIBUTION PLATFORM**



Vital Stats	Comments	Awards	Credited With	Filter
<b>ETHNICITY</b>				
Caucasian				
<b>NATIONALITY</b>				
American				
<b>HAIR COLORS</b>				
Brown/Dark Blond/Dirty Blond				
<b>EYE COLOR</b>				
Hazel				
<b>HEIGHT</b>				
5 feet, 6 inches (168 cm)				
<b>WEIGHT</b>				
121 lbs (55 kg)				
<b>MEASUREMENTS</b>				
34D-23-34				
<b>TATTOOS</b>				
None				
<b>PIERCINGS</b>				
Tongue; Nipples; Navel				

## Case 2:23-cv-04901-WLH-AGR Document 131 Filed 01/10/25 Page 226 of 252 Page ID #:3927

Performer Credits (196) Check Scene Pairings

Titles in YELLOW are Webscenes; Blue are Bi/All-Male titles and Grey are compilations.

Movie Title	Year	Distributor	Notes	Rev	Formats ⓘ
Pet Of The Month November 2020	2020	penthousegold.com			O
Absolute Dime	2021	blacked.com	Squirt Bald Creampie		O
Afternoon Delight x Eats	2021	kenzieland.com	Bald NonSex		
Best Friends Always Help Each Other Get Naked Live	2021	chemrypimps.com	LezOnly Bald		O
Black and White 19	2021	Pulse Distribution	Bald Creampie	2	D
Blacked Raw V46	2021	Pulse Distribution	Squirt Bald Creampie	4	D
Blonde Bombshell Kenzie Anne Teaches Young Black Damion Dayski The Pleasures Of A Real Woman	2021	julesjordan.com	Facial Squirt Bald		O
Breaking Through	2021	vixen.com	LezOnly Bald AnalToy		O
Burning Desire	2021	kenzieland.com	LezOnly Bald		O
Calling For Kenzie	2021	Brazzers Network	Squirt Bald Creampie		O
Came Back Haunted	2021	kenzieland.com	LezOnly Bald		
Car Wash x Eats	2021	kenzieland.com	Bald NonSex		
Defiance	2021	slayed.com	LezOnly Bald		O
Dressed to Impress	2021	badoink.com	Bald VR		O
Eternal Summer x Eats	2021	kenzieland.com	Bald NonSex		
Feather	2021	kenzieland.com	Bald MastOnly		DO
Florentine 1	2021	deeper.com	NonSex		O
Florentine 2	2021	deeper.com	Facial Squirt Bald		O
Glass Sauna	2021	kenzieland.com	Bald MastOnly		
Halloween 2021 (II)	2021	penthousegold.com	NonSex		O
Halston Presents: Kenzie Anne Interracial Threesome	2021	julesjordan.com	Facial Bald		O
Hot Girl Summer	2021	Jules Jordan Video	Facial Bald		D
I Only Lie When I Love You x Eats	2021	kenzieland.com	LezOnly		
Kenzie and Jax Slayer - the Worship Video	2021	kenzieland.com	Facial Bald Footjob		
Kenzie Anne Lets Her Juicy Pussy Get Destroyed	2021	bang.com	Bald Creampie		O
Kenzie Anne: Big Dreams Do Come True	2021	julesjordan.com	Facial Squirt Bald		O
Kenzie's Showcase of Sluttiness	2021	mikeadriano.com	BJOnly Facial Bald		O
Labor Day 2021	2021	penthousegold.com	NonSex		O
Lolita	2021	kenzieland.com	LezOnly Bald		
Love To Love You	2021	kenzieland.com	LezOnly Bald		
Maid 1	2021	kenzieland.com	LezOnly Bald		
Maid 2	2021	kenzieland.com	LezOnly Bald		
Maid 3	2021	kenzieland.com	LezOnly Bald		
Match Point (II)	2021	kenzieland.com	LezOnly Bald		
Mirror	2021	kenzieland.com	Bald MastOnly		
Party Girls 30810	2021	naughtyamerica.com	Bald VR		O
Primal Heat	2021	slayed.com	LezOnly Squirt Bald		O
Sexy Kenzie Anne Oiled Up and Creampied	2021	manyvids.com	Bald Creampie		
Should I Stay	2021	vixen.com	Facial Bald Footjob		O
Slave for Love	2021	kenzieland.com	Facial Squirt Bald CumSwap		
Sleepover x Eats	2021	kenzieland.com	LezOnly Bald		
Static Electricity	2021	playboyplus.com	Bald NonSex		
Supercharged	2021	playboyplus.com	Bald NonSex		O
This Is Not A Drill	2021	blacked.com	Bald Creampie		O
Tonight's Girlfriend 30788	2021	naughtyamerica.com	Facial Bald VR		O
Too Busy Earnin	2021	kenzieland.com	Bald MastOnly		
Up	2021	kenzieland.com	Bald MastOnly		
Vanna Bardot and Codey Steele Submit	2021	kenzieland.com	Bald CumSwap		

Movie Title	Year	Distributor	Notes	Rev	Formats
Worship	2021	kenzieland.com	<i>Bald MastOnly</i>		
Young and Beautiful	2021	kenzieland.com	<i>LezOnly Bald</i>		DO
3some with Kenzie Anne and Emma Hix	2022	manyvids.com	<i>Facial Bald CumSwap Swallow</i>		O
Aiden Ashley's House Party	2022	bellesaplus.co	<i>Bald</i>		O
Aiden Ashley's House Party: Main Room	2022	bellesaplus.co	<i>Bald</i>		O
Aiden Ashley's House Party: Waiting Room	2022	bellesaplus.co	<i>Bald</i>		O
Anal Models 11	2022	Pulse Distribution	<i>Anal Facial Bald A2M</i>	1	D
Angela's House Of Hedonism 3	2022	Brazzers Network	<i>Facial Bald CumSwap</i>		O
Badoink Studios: Super Bundle Compilation	2022	badoink.com	<i>Bald VR</i>		O
Behind the Scenes - Feet Party for Club Girls	2022	loveherfilms.com			
Behind the Scenes - Flashing for the Role	2022	loveherfilms.com			
Belle Says Kenzie Must Cum First	2022	bellesaplus.co	<i>Bald</i>		O
Bellesa House Blowjob Compilation 1	2022	bellesaplus.co	<i>BJOnly Bald</i>		O
Best New Starlets 2022	2022	Elegant Angel	<i>LezOnly Bald</i>		D
Big Cock Bully 30929	2022	naughtyamerica.com	<i>Facial Bald</i>		O
Big Cock Bully 31393	2022	naughtyamerica.com	<i>Bald VR</i>		O
Blind Date 38: Kenzie and Quinton	2022	bellesaplus.co	<i>Bald</i>		O
Blondes on Dredd	2022	Jules Jordan Video	<i>Facial Squirt Bald</i>		D
Bushless Bubble Butts 2	2022	ASM (Adult Source Media)	<i>Facial Bald</i>	1	D
Busty Nympho Kenzie Anne Has an Appetite for Large Cocks	2022	julesjordan.com	<i>Facial Bald</i>		O
Casting Call	2022	loveherfilms.com	<i>Bald Footjob</i>		DO
Clinic In Romance	2022	girlsway.com	<i>LezOnly Bald</i>		O
Cosplay Supergirl and Wonder Woman Get Freaky	2022	camsoda.com	<i>LezOnly Bald</i>		
Cum Sauna	2022	AdultTime.com	<i>Bald</i>		DO
Date Nights Vol. 10 - Kenzie Anne	2022	manyvids.com	<i>Facial Bald Swallow</i>		
Deep Diving Into Kenzie Anne	2022	cherrypimps.com	<i>Bald</i>		O
Dirty Wives Club 30849	2022	naughtyamerica.com	<i>Bald</i>		O
Drip 1	2022	Pulse Distribution	<i>LezOnly Bald</i>		D
Electric Chemistry	2022	deeplush.com	<i>Squirt Bald Creampie</i>		O
Episode 74: Kenzie and Damon	2022	bellesaplus.co	<i>Bald</i>		O
Eternals: Thena A XXX Parody	2022	badoink.com	<i>Bald VR</i>		O
Feet Party for Club Girls	2022	loveherfilms.com	<i>LezOnly Bald</i>		O
Flashing for the Role	2022	loveherfilms.com	<i>Bald</i>		O
Fun in the Sun	2022	badoink.com	<i>Bald VR</i>		O
GFE: Naughty Cowgirls	2022	sexlikereal.com	<i>Bald Creampie VR</i>		
Girl Crush 6	2022	Pulse Distribution	<i>LezOnly Bald</i>		D
Going Viral	2022	propertysex.com	<i>Bald</i>		O
Heiress	2022	tushy.com	<i>Anal Facial Bald A2M</i>	1	DO
Helping You Unwind	2022	AdultTime.com	<i>Bald</i>		
I Have a Wife 31214	2022	naughtyamerica.com	<i>Bald</i>		O
Icons 5	2022	Pulse Distribution	<i>Facial Bald Footjob</i>	1	D
If It Feels Good 3	2022	Pulse Distribution	<i>Facial Squirt Bald</i>	1	D
Interview with Cherry Of The Month Kenzie Anne	2022	cherrypimps.com	<i>NonSex</i>		O
JOI Tease with Kenzie Anne	2022	loveherfilms.com	<i>Bald MastOnly</i>		O
Kenzie 4 You	2022	dorcelclub.com	<i>Facial Bald</i>		O
Kenzie Anne - The Big Facial	2022	manyvids.com	<i>BJOnly Facial</i>		
Kenzie Anne and Zac Wild	2022	fangearplus.vip	<i>Facial Bald</i>		
Kenzie Anne Gets A Keiran Lee Facial	2022	fangearplus.vip	<i>Facial Bald</i>		
Kenzie Anne Takes a Huge Cock Balls Deep And Loves It	2022	bang.com	<i>Facial Bald</i>		O
Kenzie Anne Takes a Huge Cock Balls Deep and Loves It BTS	2022	bang.com	<i>Bald</i>		

Movie Title	Year	Distributor	Notes	Rev	Formats
Kenzie Anne Takes On Dredd's Monster Cock	2022	fangeplus.vip	<i>Facial Bald</i>		O
Kenzie Anne's Dick Sucking Plan	2022	blowpass.com	<i>BjOnly Facial Bald</i>	1	O
Kenzie Anne: Oil- and Semen-Soaked	2022	evilangel.com	<i>Facial Bald Swallow</i>		O
Kenzie Taylor Gets Rammed and Scoops Up A Cumshot To Eat	2022	bang.com	<i>NonSex</i>		O
Kenzie Taylor Gets Rammed and Scoops Up A Cumshot To Eat BTS	2022	bang.com	<i>NonSex</i>		
Les Amants de ma Femme	2022	Canal+	<i>Facial Bald</i>		
Lesbian Sex 25	2022	Girlfriends Films	<i>LezOnly Bald</i>	1	D
Looking For Trouble	2022	blacked.com	<i>Facial Squirt Bald</i>		O
Lucky Man	2022	Bellea Films	<i>Bald</i>		D
Make Sweet Music with Kenzie	2022	cherrypimps.com	<i>Bald MastOnly</i>		O
Making Him Stay	2022	loveherfilms.com	<i>Bald Footjob</i>		O
Massage My Body and Soul	2022	modelmediaus.com	<i>Bald</i>		
Money	2022	Pulse Distribution	<i>Facial Bald</i>		D
Money: Chop Shop	2022	wicked.com	<i>Facial Bald</i>		O
Muses: Ariel Demure	2022	AdultTime.com	<i>Facial Bald</i>		O
My Favorite Customer	2022	teamskeet.com	<i>Facial Bald</i>		O
My First Sex Teacher 31398	2022	naughtyamerica.com	<i>Bald VR</i>		O
Naughty America 31510	2022	naughtyamerica.com	<i>Facial Squirt Bald</i>		O
Naughty Blonde Wife Kenzie Anne Fucks Her Man to Dreamland	2022	spizoo.com	<i>Bald</i>		O
Naughty Office 30809	2022	naughtyamerica.com	<i>Facial Squirt Bald Swallow</i>		O
Oliver Flynn Gives Kenzie Anne A Creampie	2022	fangeplus.vip	<i>Bald Creampie</i>		
Pair Of Blonde Beauties Kenzie Anne and Kayley Gunner Get Wet In The Shower	2022	elegantangel.com	<i>LezOnly Bald</i>		O
Poetics for Tramps	2022	Pulse Distribution	<i>Facial Bald CumSwap</i>	2	D
Pre-Fucking Interview With Skinny Blonde Kenzie Anne	2022	vlogxxx.com	<i>Bald</i>		O
Pretty Pink Bombshell Gets A Sweet Treat	2022	xempire.com	<i>Facial Bald</i>		O
Queen of Sticks	2022	vrbangers.com	<i>Bald Footjob VR</i>		O
Raw 43	2022	Jules Jordan Video	<i>Facial Bald</i>	1	D
Robot Tells Kenzie and Quinton What to Do	2022	bellesaplus.co	<i>Bald</i>		O
Roommate Wars	2022	AdultTime.com	<i>Bald</i>		
Seducing My Husband	2022	ASM (Adult Source Media)	<i>Bald</i>		D
Serial Breeder	2022	puretaboo.com	<i>Bald Creampie</i>		O
Sex and Submission 103723	2022	kink.com	<i>Facial Bald</i>		O
Sex Without Love	2022	deeper.com	<i>Facial Bald CumSwap</i>		O
Sexual Icons 2	2022	Mile High	<i>Facial Bald</i>	1	D
Sharing Fantasies... and a Big Dick	2022	realitykings.com	<i>Bald Creampie</i>		O
Smoking Hot Babe Kenzie Anne Makes Codey Lose Control Fucking Live	2022	cherrypimps.com	<i>Bald</i>		O
Steamy Shower Dildo Riding	2022	cherrypimps.com	<i>Bald MastOnly</i>		O
Super Model Kenzie Fucks Pornstar	2022	pornbox.com	<i>Facial Bald Swallow</i>		
Super Stacked	2022	Jules Jordan Video	<i>Facial Bald</i>		DRO
Supersonic	2022	hollyrandall.com	<i>Bald MastOnly</i>		O
Sweat	2022	blacked.com	<i>Facial Bald</i>		DO
Tailor Made	2022	deeper.com	<i>Facial Bald CumSwap</i>		O
Together At Last	2022	Girlfriends Films	<i>LezOnly Bald</i>		D
Tonight's Girlfriend 31084	2022	naughtyamerica.com	<i>Facial Bald Swallow</i>		O
Tonight's Girlfriend 31408	2022	naughtyamerica.com	<i>Bald VR</i>		O
TOTM - How to Make Her Blush	2022	twistysnetwork.com	<i>LezOnly Bald</i>		O
TOTM - Sun Kissed	2022	twistysnetwork.com	<i>Bald MastOnly</i>		O
Treating Ourselves... Again	2022	AdultTime.com	<i>Bald</i>		O
Trouble In Paradise 1	2022	girlsway.com	<i>LezOnly Bald</i>		O
Trouble In Paradise 2	2022	girlsway.com	<i>NonSex</i>		O

Movie Title	Year	Distributor	Notes	Rev	Formats ⓘ
True Bombshell	2022	hollyrandall.com	<i>Bald MastOnly</i>		O
Vagitarians 3: Oil Edition	2022	Evil Angel	<i>Facial Bald</i>	1	D
Who's Your Daddy 20	2022	Zero Tolerance	<i>Bald</i>		D
Zero to Hero 5: Kenzie Anne	2022	bellesaplus.co	<i>Bald</i>		O
All For Money	2023	Wicked Pictures	<i>Facial Bald</i>		
Behind the Scenes - Casting Call	2023	loveherfilms.com	<i>Bald</i>		
Behind the Scenes - Making Him Stay	2023	loveherfilms.com	<i>Bald Footjob</i>		
Best Feet Cumshot Compilation 2022	2023	loveherfilms.com	<i>Bald Footjob</i>		O
Big Cock Bully 14	2023	Pure Play Media	<i>Facial Bald</i>		D
Blonde Ravaged	2023	jaxslayher.com	<i>Facial Bald Swallow</i>		O
Busty Wife Fantasies 5	2023	Pulse Distribution	<i>Bald</i>		D
Dirty Wives Club 41	2023	Pure Play Media	<i>Bald</i>		D
Double Love 1	2023	Girlfriends Films	<i>LezOnly Bald</i>		
Double, Double Date and Trouble	2023	girlsway.com	<i>LezOnly Bald</i>		O
Freeuse Fantasies	2023	Pulse Distribution	<i>Facial Bald</i>		D
Fucking My Biggest Toy for the First Time	2023	sextpanther.com	<i>Bald MastOnly</i>		
Gorgeous Blonde Vixen Kenzie Anne Lust For Dark Lord Lexington Steele	2023	julesjordan.com	<i>Facial Squirt Bald Swallow</i>		O
If It Feels Good 4	2023	Pulse Distribution	<i>Facial Bald CumSwap</i>	1	D
Interracial Tendencies	2023	ASM (Adult Source Media)	<i>Bald Creampie</i>		D
Kenna James Kenzie Anne Colorfuck Threesome	2023	manyvids.com	<i>Bald CumSwap</i>		
Kenzie Anne Can't Stop Cumming	2023	MrLuckyPOV.com	<i>Bald</i>		O
Kenzie Anne Is A Blonde Flirt Who Swallows Cum	2023	mrluckyvip.com	<i>Facial Bald Swallow</i>		O
Lexington Steele: The Connoisseur	2023	Jules Jordan Video	<i>Facial Squirt Bald</i>		D
Loyal Service	2023	Pulse Distribution	<i>LezOnly Bald</i>		D
MILF 3	2023	Pulse Distribution	<i>Facial Bald</i>		D
Morning Sex	2023	manyvids.com	<i>Bald</i>		D
One Night Stand	2023	manyvids.com	<i>Bald Creampie</i>		DO
Oopsie! The Cum Sauna	2023	Pulse Distribution	<i>Bald</i>		
Playtime With Belle	2023	Belleza Films	<i>Bald</i>		D
Reckless	2023	Pulse Distribution	<i>Facial Bald Swallow</i>		DO
Reckless 2	2023	Pulse Distribution	<i>LezOnly Bald</i>		DRO
Reckless: Did You Come Here to Seduce Me	2023	wicked.com	<i>LezOnly Bald</i>		O
Reckless: What I Didn't Kill Anyone	2023	wicked.com	<i>Facial Bald Swallow</i>		O
Reckless: What's Up With This Sudden Interest	2023	wicked.com	<i>NonSex</i>		O
Sex Friends Las Vegas	2023	Fred Coppula Prod	<i>LezOnly Bald</i>		
Sex Friends Los Angeles	2023	Fred Coppula Prod	<i>Bald</i>		
Stars 11	2023	Pulse Distribution	<i>Facial Bald</i>		D
Take Care of Yourself (II)	2023	Pulse Distribution	<i>Squirt Bald</i>		D
Transfixed: Treating Ourselves . . . Again	2023	Pulse Distribution	<i>Bald</i>		D
Treat Yourself	2023	Pulse Distribution	<i>Bald MastOnly</i>		D
Trouble in Paradise	2023	Girlfriends Films	<i>LezOnly Bald</i>		
What Others Want: A Kenzie Anne Story	2023	puretaboo.com	<i>Squirt Bald</i>		O
Working Up A Lather	2023	twistysnetwork.com	<i>LezOnly Bald</i>		O
Beg For Breeding Video	2024	sextpanther.com	<i>Bald MastOnly</i>		
Blind Dates 8	2024	Belleza Films	<i>Bald</i>		D
Tonight's Girlfriend 32667	2024	naughtyamerica.com	<i>Bald VR</i>		O
Transfixed: Muses 2	2024	Pulse Distribution	<i>Facial Bald</i>		D
When Girls Play 46	2024	Pulse Distribution	<i>LezOnly Bald</i>		D

Showing 1 to 196 of 196 entries

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## **EXHIBIT 43**

1 IN THE UNITED STATES DISTRICT COURT

2 CENTRAL DISTRICT OF CALIFORNIA

3  
4 MACKENZIE ANN THOMA, a.k.a ) CASE No:  
5 KENZIE ANNE, an individual and ) 2:23-cv 04901 WLH  
on behalf of all others ) (AGRx)  
similarly situated, )  
Plaintiff, ) VOLUME I  
VS. )  
VXN GROUP, LLC, a Delaware )  
limited liability company; )  
STRIKE 3 HOLDINGS, LLC, a )  
Delaware limited liability )  
company; GENERAL MEDIA )  
SYSTEMS, LLC, a Delaware )  
limited liability company; )  
MIKE MILLER, an individual; )  
and DOES 1 through 100, )  
inclusive, )  
Defendants. )  
-----)

15

16

17

18 DEPOSITION OF MICHAEL MOSNY

19 Monday, September 16, 2024

20

21

22 Reported by: Brandi Wilson

23

CSR No. 13760

24

25 Job No.: 306811

1 there. So Ryan was the bulk of it. And the owner,  
2 David Bacon, was -- would be available.

3 Q. Okay. So let's say that you wanted to start  
4 narrowing down the logistics and getting something  
5 solidified for an upcoming shoot --

6 A. Yes, ma'am.

7 Q. -- or film or shoot or whatever it may be?

8 A. Yes, ma'am.

9 Q. What would happen? You would call, email,  
10 text Ryan Kona? How would you initiate the  
11 communication?

12 A. Be typically one of two ways. I would be  
13 handed down or communicating information internally to  
14 where they had this availability throughout said days.  
15 We would like to find out if Kenzie was available and  
16 like to shoot on those days if she's in town, if she's  
17 not, you know, working for herself or other people or  
18 anything like that. We want to make sure that it works  
19 out well for her.

20 Or the agent would reach out and say, "Hey" --  
21 preemptively, like, "Hey, she's going to be in town in  
22 the next month from here to here. Is there anything you  
23 think you would put together within this window?"

24 I would then take those dates and reverse  
25 engineer and go to production and say, "Hey, is there

Michael Mosny

1 something we can -- we can put together here for  
2 Kenzie?"

3 Q. Okay. Got it. So when you say internally --  
4 you would communicate internally, is that to the  
5 production team?

6 A. Yes, ma'am.

7 Q. Okay. And what is it that the production team  
8 is basing off of? Is that preset days that they have  
9 scheduled to do a shoot, for example, or do a film, for  
10 example?

11 A. There's a lot of different factors that would  
12 come into play -- availability on team members, the  
13 production team, equipment variability, location  
14 availability. It could be the weather, depending if  
15 you're looking to do something nice and sunny outside,  
16 it wouldn't be best to plan something like that in a  
17 gloomy month.

18 So there's a lot of different things that come  
19 into play when it comes to putting something together.  
20 But, yes, that production would say "We can -- we have  
21 all the assets, all the aspects of what we need, so you  
22 can move forward with talent."

23 Q. Got it. And exactly how that plays out over  
24 in the production department, who would be the head  
25 person over there that would know all the details of the

1 Q. That apply to her that she needs to abide by,  
2 for example.

3 A. I mean, in theory, on paper, there are  
4 guidelines that you're -- that you're trying to  
5 implement so you can carry on your business in a way  
6 that everybody can anticipate it's going to move  
7 forward. So you're trying to stick to that.

8 Q. Okay. So you mentioned a couple things there.  
9 You mentioned "in theory" and "on paper"; right? What  
10 do you mean by that there are guidelines in theory?

11 A. Well, number 7, "All policies which would  
12 apply to Plaintiff during the claim period while she  
13 rendered services to Defendant, including, but not  
14 limited to tattoos, body piercings, and cosmetic-related  
15 [sic] alterations."

16 When you are putting together a film -- stop  
17 me if I'm going outside of the scope -- you are  
18 presented, in reference to casting, images of how the  
19 principals will appear on this visual medium. So what's  
20 presented to you is what you would be expecting to show  
21 up on set.

22 There's been a lot of planning, creative  
23 logistics. And all things tend to revolve around the  
24 appearance of your principal actress -- actresses and  
25 the stars of the film.

1 A It's a preference of how we would like talent to  
2 arrive on set for the Blacked Raw shoot.

3 Q Okay. Is this also a preference. Then, just below  
4 that sentence, "Natural or French mani-pedi nails only,  
5 please no gel polish." That's a preference?

6 A Yes.

7 Q Okay. What does it say next, though, if they don't  
8 do that?

9 A "Job is canceled if model does not arrive with  
10 proper nails."

11 Q Okay. Thanks. Let's read about eyelashes then.  
12 "No eyelash extensions allowed for shoot. Please remove any  
13 and all eyelash extensions." What does it say after that?

14 A "Job is canceled if model arrived with eyelash  
15 extensions."

16 Q It doesn't really seem like a preference then, it  
17 seems like a requirement or the job is canceled. That's what  
18 it's saying.

19 A It says, "Job is canceled."

20 Q Great. Thank you. Let's go back to Exhibit 5, the  
21 first-performance agreement. Look at Page 3, Section 9,  
22 Paragraph No. 9: "Performer agrees during the term of this  
23 agreement to reasonably promote producer's brands and it's  
24 affiliate brands on their social media accounts.

25 "Including but not limited to Twitter, Instagram,

1 and others reasonably requested by producer, to the best of  
2 her abilities consistent with performer's other professional  
3 photo shoots and media appearances?"

4                   What does this mean -- actually, I'll ask you: Is  
5                   this requiring plaintiff to promote producer's brands, the  
6                   ones that you listed for me earlier today, to promote those  
7                   on her social media?

8 A Yes.

9 Q Did plaintiff fulfill that obligation? Did she  
10 actually do it, because, you know, we'll talk about what  
11 happened in practice?

12 A I don't know if she fulfilled the social media  
13 aspect.

14 MS. COHEN: I'm going to introduce as Exhibit 9.

15 (Plaintiff's Exhibit 9 was marked for  
16 identification.)

17 BY MS. COHEN:

18 Q Have you seen this photograph before?

19 A Yes.

20 Q Do you see the date at the bottom -- do you agree  
21 that this is an Instagram post on Ms. Kenzie Anne's  
22 Instagram?

23 A Yes.

24 Q Do you see the date here of the post December 13th,  
25 2021?

1 A Yes.

2 Q Was that while plaintiff was contracted to work for  
3 Vixen?

4 A Yes.

5 Q Can you describe what this Instagram post is, what  
6 is depicted in the photograph?

7 A Kenzie Anne is in a pink bathtub with a pink rotary  
8 telephone, in what looks to be pink, I don't know if that's  
9 Styrofoam, but something to resemble a bubble bath, and she  
10 is laughing.

11 Q What are the words printed across the photograph?

12 A Vixen.

13 Q And why don't we read -- go ahead and read me the  
14 caption for this post, which is right here (indicating), Ms.  
15 Kenzie Anne, what does that caption say?

16 A "New, new with at Vixen X, official coming this  
17 Friday," heart eyes, heart eyes, kiss emoji.

18 Q What's Vixen X Official, is that related to your  
19 company?

20 A Yes.

21 Q Okay. So this is -- this is you guys?

22 A Yes.

23 Q This is Vixen --

24 A Yes.

25 Q -- Group, LLC?

1 A Before the scene is shot, yes.

2 Q Before the scene is shot, okay. Which scene? I'm  
3 trying to help us get to when plaintiff provided Vixen with a  
4 W9?

5 A Yes. So the W9 is part of the paperwork process on  
6 set that all of our actors are required to fill out prior to  
7 any active live shooting -- film shooting.

8 MS. COHEN: I'm sorry, madam court reporter, could you  
9 please read back the witness's answer.

10 (Record read.)

11 BY MS. COHEN:

12 Q Okay. And you're not sure, as you sit here today,  
13 whether -- what plaintiff had put on the W9?

14 A Correct.

15 Q Maybe I can help you, do you know if it said,  
16 Mackenzie Anne Thoma?

17 A W9s typically require a full legal name, so I would  
18 expect her full legal name would be on the paperwork.

19 Q Did it say Kenzie Land, LLC?

20 A I don't know.

21 Q Did it say Lola March, LLC?

22 A I don't know.

23 Q So based on your testimony that the court  
24 reporter -- that madam court reporter helpfully read back, it  
25 was part of required paperwork?

1           A.     And Kenzie Anne is all of those things -- a  
2       star, an actress, an influencer. These terms. So she  
3       would always present herself as such.

4           Q.     Okay. Are you familiar with the circumstances  
5       surrounding any termination of Plaintiff's contract with  
6       Defendants?

7           A.     Could you -- are you asking -- could you  
8       rephrase? Am I --

9           Q.     Are you familiar with any -- do you have any  
10      information on how Plaintiff's relationship with Vixen  
11      came to an end?

12          A.     I can speak on specific production things that  
13      occurred.

14          Q.     Sure.

15          A.     This goes -- well, I can talk about  
16      "Kenzieland." "Kenzieland" was our biggest production  
17      of the year that -- obviously, with the name  
18      "Kenzieland," this was extremely Kenzie-centric. This  
19      was -- as a matter of fact, we would call it a showcase  
20      where one actor is involved in every part of the  
21      production based on the strength of their performance  
22      and their popularity. And it's your star.

23           When we were doing a "Kenzieland" movie, I  
24      know a lot of prep went into that. That did not happen  
25      due to her unavailability.

1       with us, that she had posted a boy-girl scene on her  
2       social media platforms with Jax -- and other areas --  
3       that were seen. And people had seen this.

4                   And that's what brought up the addendum.

5       Because, yeah, she had, in fact, shot her first boy-girl  
6       scene with Jax after there was a meeting discussing what  
7       she would do and how she wanted the scene to go for  
8       Vixen. And she was involved in the creative planning of  
9       it. And then before that scene happened, she linked up  
10      with the male talent through Chef and shot it before.

11       Q.     Okay. So it's the same performer the company  
12      cast -- the same performer that Vixen cast for Kenzie's  
13      first boy-girl scene was also the same performer that  
14      Kenzie performed with in the boy-girl scene that she  
15      filmed prior to filming the first boy-girl scene with  
16      Vixen; is that correct? The same actor?

17       A.     True.

18       Q.     Is that correct?

19       A.     Yeah.

20       Q.     Okay. And, to your knowledge, was that a  
21      release for Kenzie's own platforms, or was that a  
22      release for some other company?

23       A.     I don't know.

24       Q.     Okay. Was Vixen concerned about advance  
25      notice of body modifications based on the fact that

**EXHIBIT 44**

**FILED UNDER SEAL**

## **EXHIBIT 45**

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## *Attorneys for Defendants*

VXN GROUP LLC and MIKE MILLER

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION**

MACKENZIE ANNE THOMA,  
a.k.a. KENZIE ANNE, an  
individual and on behalf of all  
others similarly situated,

**Plaintiff,**

v.  
VXN GROUP LLC, a Delaware limited liability company; MIKE MILLER, an individual; and DOES 1 to 100, inclusive.

## Defendants.

Case No. 2:23-cv-04901 WLH (AGRx)

## **DECLARATION OF LARRY LERNER**

Complaint Filed: April 20, 2023  
Removed: June 21, 2023

1 I, Larry Lerner, hereby declare as follows:

2 1. I am a tax professional licensed by the Internal Revenue Service as an  
3 Enrolled Agent. As an Enrolled Agent, I have provided professional tax services in  
4 California for approximately 40 years. I have served as the CEO of Artists Business  
5 Management Group, Inc., (“ABMG”) since its inception in 1989. I am personally  
6 familiar with, and, if called upon, could and would testify to the facts contained  
7 herein from my personal knowledge

8 2. In 2019, an acquaintance referred Mackenzie Anne Thoma (“Thoma”)  
9 to me as a client for tax services, and I, along with other ABMG employees, began  
10 providing bookkeeping and tax preparation services for Thoma and her various  
11 business entities.

12 3. To prepare Thoma’s federal tax returns, ABMG required, and  
13 received from Thoma certain financial information, including tax forms listing  
14 income (e.g., W-2s and 1099s), and Thoma’s personal accounting of business  
15 expenses related to her business activities.

16 4. ABMG prepared and filed Thoma’s federal tax returns for the years  
17 2020, 2021, and 2022. In addition to Thoma’s individual taxes, these tax returns  
18 included Schedule C’s related to Thoma’s businesses.

19 5. For the 2023 tax year, Thoma again engaged ABMG for tax  
20 preparation services. However, after ABMG began work on her file, Thoma refused  
21 to answer inquiries seeking to clarify her claimed business expenses. Instead,  
22 Thoma communicated to me that she wanted ABMG to manipulate her taxes to  
23 artificially inflate her income in hopes of qualifying for a loan to finance a home  
24 mortgage.

25 6. The tax manipulation requested by Thoma presented a serious  
26 professional risk to me and ABMG. It is not uncommon for individuals to  
27 artificially inflate income to obtain favorable loan terms. When such a borrower

1 defaults on their mortgage, banks who underwrote the loan often pin liability on  
2 accountants who prepared fraudulent tax returns.

3       7. Because I refused to perpetrate the fraud requested of me and ABMG  
4 by Thoma, she refused to cooperate with ABMG and obtained tax services  
5 elsewhere. Although ABMG expended nearly 15 hours preparing Thoma’s 2023  
6 tax returns, Thoma refused to pay ABMG’s invoice of approximately \$1,500.

7       8. On or about August 22, 2024, I was served with a subpoena for my  
8 personal deposition and, on behalf of ABMG, a subpoena to produce documents  
9 related to Thoma.

10      9. On or about August 23, 2024, I received a telephone call from Thoma,  
11 during which she pleaded with me not to comply with subpoena. Thoma claimed  
12 that if I were to comply with the subpoena by producing documents, “it would harm  
13 her case.” In response, I informed Ms. Thoma that I had no legal basis to disobey  
14 the subpoena and reminded her that ABMG’s bill remained unpaid.

15      10. Around that same time, I also received a letter from Thoma’s counsel,  
16 Sarah Cohen (“Cohen”), dated August 23, 2024, which informed me that Ms.  
17 Cohen intended to file a Motion to Quash the subpoenas directed to me and ABMG,  
18 and that producing documents in response to the subpoena could subject me to civil  
19 liability, court sanctions, and contempt of court.

20      11. A true and correct copy of Ms. Cohen’s August 23, 2024 letter to me  
21 was previously filed on the docket in this matter – **Dkt. # 107-1** at p. 42.

22      12. I was skeptical of Ms. Cohen’s letter because of my past experience  
23 where Thoma asked me to commit fraud on her behalf. I also knew that my legal  
24 obligations required me to comply with the subpoena and that absent a court order  
25 or formal withdrawal of the subpoena, it was still necessary for me to comply.

26      13. In response to Ms. Cohen’s letter, on August 23, 2024, I emailed Ms.  
27 Cohen and informed her that “I have no way of knowing if your information is

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1 correct and have no trust in your information.” I said that “[i]f your client wishes  
2 my assistance she will need to clear up her balance with our firm.” I said this  
3 because I did not want to pay an attorney to help me find a way to avoid legal  
4 compliance for Thoma who I did not trust who did not value my time or work. I  
5 ended the email by saying “when and if I receive a release from the court we will  
6 comply. Until then we will calendar it to meet the deadline we were served with.”

7       14. A true and correct copy of my August 23, 2024, email reply to Ms.  
8 Cohen was previously filed on the docket in this matter – **Dkt. 107-1** at p. 44.

9       15. Subsequently, I received a telephone call from Ms. Cohen during  
10 which she threatened to send me to jail if I complied with the subpoena. In  
11 response, I told Ms. Cohen that unless and until I received a court order to the  
12 contrary, I was going to comply with the subpoena. I did not appreciate her bullying  
13 me.

14       16. On August 29, 2024, I received an email from defense counsel Trey  
15 Brown (“Brown”), informing me of an Order from this Court upholding the validity  
16 of subpoenas. I did not, however, receive any such communication from Ms. Cohen  
17 informing me of the Order or that she never filed a Motion to Quash as represented  
18 in her letter.

19       17. In response to Mr. Brown’s email, I produced via email 5 documents  
20 to Mr. Brown that contained my notes and information concerning Ms. Thoma’s  
21 business deductions and income from the 2022 tax year.

22       18. On September 3, 2024, I was deposed in this matter. During the  
23 deposition, Mr. Brown asked a me series of questions regarding the nature of Ms.  
24 Thoma’s business deductions. Although Mr. Brown did not specifically request  
25 Thoma’s tax returns, rather than cross reference the returns in response to each  
26 question, I emailed Mr. Brown Thoma’s tax returns for the years 2020, 2021, and  
27 2022, which were prepared and filed by ABMG.

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Los Angeles, CA 90035

1       19. During my deposition, Ms. Cohen revisited my email and accused me  
2 of blackmail, which I found offensive and extremely unfair. She claimed I was  
3 blackmailing Thoma by asking her to pay her outstanding bill with my firm. I  
4 believe she was trying to scare me into changing my testimony. However, I told  
5 the truth about her bullying and Thoma's fraud and would not be further  
6 intimidated into changing my testimony.

7       20. I have never blackmailed anyone. I take my reputation, my  
8 professional license and my business very seriously. I also take compliance with  
9 the law very seriously. As a tax professional, I know that the law must be followed  
10 and I have a legal and ethical duty to comply with the law. I feel that Ms. Cohen  
11 attempted to use her status as a licensed legal professional to do just the opposite -  
12 coerce me into unlawful behavior.

13       21. A true and correct copy of redacted excerpts from Thoma's 2020 Tax  
14 Return, including a Schedule C filed therewith is attached hereto as "**Exhibit 46**."

15       22. A true and correct copy of redacted excerpts from Thoma's 2021 Tax  
16 Return, including a Schedule C filed therewith is attached hereto as "**Exhibit 47**."

17       23. A true and correct copy of redacted excerpts from Thoma's 2022 Tax  
18 Return, including a Schedule C filed therewith is attached hereto as "**Exhibit 48**."

19       24. To prepare Thoma's tax returns, ABMG requested that Thoma  
20 provide any W-2 forms, 1099s, and a categorized grouping of business deductions.  
21 ABMG then uses this information to generate a tax return. All documents  
22 generated, produced, and reviewed to prepare tax returns are shared with or  
23 possessed by our clients, and Thoma is no exception. Accordingly, since we  
24 furnished Thoma her 2020, 2021, and tax returns promptly after each filing, and  
25 her lawsuit was filed on April 20, 2023, Thoma has possessed, at all times since  
26 the filing of her lawsuit, all of the 1099's, Schedule C's, and business deduction  
27 information produced by ABMG in response to the Defendants' subpoenas.

I declare under penalty of perjury that the foregoing is true and correct. Executed on December 18, 2024, at Los Angeles, California.

Larry Lerner

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Los Angeles, CA 90035

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## **DECLARATION OF LARRY LERNER**

**EXHIBIT 46**

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**EXHIBIT 47**

**FILED UNDER SEAL**

**EXHIBIT 48**

**FILED UNDER SEAL**